

50452 BOOK 105

SECOND
MORTGAGE310-2 Crane & Co., Stationers/Office Outfitters, Legal Blanks, Topeka, Kansas
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THIS INDENTURE, Made this 28th day of September, A. D. 1953,
between Jesse Carney and Fern A. Carney, Husband and Wife
of Douglas County, in the State of Kansas, of the first part,
and Ben Carman and Elizabeth Mackie Carman as joint tenants w/right of survivorship
and not as tenants in common
of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of
Four thousand and no/100 and DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said part 1st
of the second part, their heirs and assigns, all the following-described real estate, situated in Douglas
County and State of Kansas, to wit:
Lots Eighty-seven (87) and Eighty-nine (89) on Pennsylvania
Street in the City of Lawrence

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said
Jesse Carney and Fern A. Carney, Husband and Wife

has on this day executed and delivered one certain promissory note in writing to said part 1st of the
second part, of which the following IS A MEMORANDUM

Date of note Sept. 28, 1953 Amount of note \$4,000.00
Rate of interest - Seven (7) per cent per annum on the decreasing monthly balances
Principal payable - \$100.00 November 1, 1953 and \$100.00 the first day of each and
every month thereafter until October 1, 1954 when entire remaining balance will be
due and payable.

Signed- Jesse Carney
Fern A. Carney

This instrument is a Second Mortgage, subject only to a first mortgage in favor of
Lawrence Building & Loan Association, which has a remaining balance of \$2,900.00

NOW, If said part 1st of the first part shall pay or cause to be paid to said part 1st of the second part, their
heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according
to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in
full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the
same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises,
or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums,
and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part 1st
of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their
hand, the day and year first above written

Jesse J. Carney
Fern A. Carney

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 28th day of September, A. D. 1953, before me,
the undersigned, a Notary Public in and for the County and State aforesaid,
came Jesse Carney and Fern A. Carney, Husband and Wife

who are personally known to me to be the same person, who executed the within instru-
ment of writing, and each person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial
seal, the day and year last above written

Term Expires

August 10

1957

Notary Public



Recorded in Book 105, Page 186

Harold B. Beck

Register of Deeds