

51288 BOOK 105

SECOND  
MORTGAGE

310-2 Crane & Co. Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas  
(COPYRIGHT MATTER)

THIS INDENTURE, Made this 21st day of January, A. D. 1954,  
between John S. Holmes, Incorporated, a Kansas Corporation

of Douglas County, in the State of Kansas, of the first part,  
and Douglas County State Bank, a Corporation  
of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said part Y of the first part, in consideration of the sum of Five hundred and no DOLLARS,

the receipt of which is hereby acknowledged, do ss by these presents, Grant, Bargain, Sell, and Convey unto said part Y of the second part, its XXXXXX and assigns, all the following-described real estate, situated in Douglas County and State of Kansas to wit:

Lots Two (2), Three (3) and Four (4) in Block Eighteen (18),

Lane Place Addition, 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 John S. Holmes, Incorporated

has this day executed and delivered one certain promissory note in writing to said part Y of the second part, of which the following is a Memorandum

Date Jan. 21, 1954 Amount \$500.00

Maturity 90 days from date

rate 6% per annum from date

Signed- John S. Holmes, Inc.,

by John S. Holmes, President,

C. F. Mathews, Secretary

This mortgage is subject only to an existing mortgage in the sum of \$2,500.00

in favor of Douglas County State Bank, Lawrence, Kansas. Filed and recorded

in Book 105, page 153 of the records of Register of Deeds, Douglas County, Kansas

NOW, If said part Y of the first part shall pay or cause to be paid to said part Y of the second part its ss 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 of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set its hand, the day and year first above written.

John S. Holmes, Incorporated

By John S. Holmes, President

C. F. Mathews, Secretary

14926 NM-3-51

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 21st day of January, A. D. 1954, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John S. Holmes and C. F. Mathews

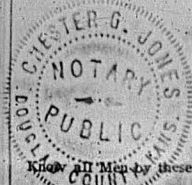
who are personally known to me to be the same person ss who executed the within instrument of writing, and such person their duly acknowledged the execution of the same.

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

Notary Public.

Term expires

ASSIGNMENT.



Know All Men by these Presents:

Recorded January 22, 1954 at 9:35 A. M.

RELEASE

Register of Deeds

March 23, 1954

\$500.00

Received of John S. Holmes, Inc. the within-named mortgagor, the sum of five hundred and no dollars, 1954 in full satisfaction of the within Mortgage.

Douglas County State Bank  
(Corp. Seal) By Chester G. Jones President

This release was written on the original mortgage entered this 24 day of March 1954  
Harold A. Beck  
Reg. of Deeds  
Barbara Barber  
Deputy