

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 parties of the first part

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

Amount \$4,000.00

Date Sept. 26 1953

Maturity- One year from date

Principal payable \$100.00 Nov. 1, 1953 and \$100.00 the first of each month thereafter until maturity, Balance Oct. 1, 1954

Rate 7% interest payable semi-annually

Signed -

Jesse J. Carney

Fern A. Carney

This is a second mortgage subject to a first mortgage in the sum of \$9,000.00 in favor of Douglas County Building & Loan Association, Lawrence, Kansas

NOW, if said parties of the first part shall pay or cause to be paid to said parties 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 of the second part shall be entitled to the possession of said premises.

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

Jesse J. Carney  
Fern A. Carney

44526-3M-3-51

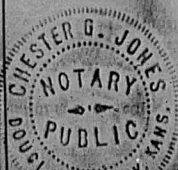
State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 19th day of July, A. D. 1954, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jesse J. Carney and Fern A. Carney, Husband and Wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons 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



Marshall A. Leck

Register of Deeds

Received of the above named parties the within named mortgage, the sum of four thousand and no/100 dollars, with satisfaction.

Marshall A. Leck  
Register of Deeds