

SECOND MORTGAGE

60374 Book 113

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 4th day of August 1956between John T. Garcia and Carol J. Garcia, his wifeof Douglas County, in the State of Kansas of the first part, and  
O. F. Stinsonof Douglas County, in the State of Kansas, of the second part:Witnesseth, That the said part ies of the first part, in consideration of the sum ofThirty Four Hundred Sixteen and 15/100 (\$3,416.15) DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties  
of the second part, his heirs and assigns, all the following described Real Estate, situated in the County  
of Douglas and State of Kansas, to-wit:Lot 18 in Block "C" in Southwest Addition No. 4, an Addition to the City of Lawrence.TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurte-  
nances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said

John T. Garcia and Carol J. Garcia, his wife have this day executed and delivered  
one certain promissory note to said part ies of the second part, for the sum ofThirty Four Hundred Sixteen and 15/100 (\$3,416.15) DOLLARSbearing even date herewith, payable at his office in Lawrence, KansasKansas, in equal installments of Twenty-five (\$25.00) DOLLARSeach, the first installment payable on the 4th day of September 1956, the second  
installment on the 4th day of October 1956, succeeding installments on the  
4th day of each and every monthin each year thereafter, until the entire sum is fully paid.Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$11,000.00  
with interest thereon at the rate of 5 1/2 per cent, payable annually, now if default shall be made in the payment of the  
amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according  
to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage, and the note  
secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid  
shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from  
the time of said payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to  
immediate possession of said premises and foreclosure of this mortgage.And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part  
thereof, then all unpaid installments shall become immediately due and payable, at the option of the part ies of the second part or the  
legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid.  
Appraisement waived at option of mortgagee.Now if said John T. Garcia and Carol J. Garcia, his wifeshall pay or cause to be paid to said part y of the second part, his 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; and 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, or if the insurance is  
not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said  
part y of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.And the said part y of the first part, for themselves and for their heirs, do hereby covenant to and with  
the said part ies of the second part, executors, administrators and assigns, that they are lawfully seized in fee of said  
premises, and have ye good right to sell and convey the same, that said premises are free and clear of all encumbrances, except afirst mortgage to Capitol Federal Savings and Loan Association, Topeka, Kansas in the  
original sum of \$11,000.00, dated July 20, 1956 and recorded July 30, 1956 in Book 113  
at pages 124-5, in the office of the Register of Deeds, Douglas County, Kansasand that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said  
premises against the lawful claims and demands of all persons whomsoever.In Witness Whereof, The said part ies of the first part have hereunto set their hands the day and  
year first above written.

ATTEST:

John T. Garcia  
John T. Garcia  
Carol J. Garcia  
Carol J. Garcia

STATE OF KANSAS,

Douglas County } ss.Be It Remembered, That on this 4th day of August A. D. 1956before me, Eugene L. Doane, a Notary Publicin and for said County and state, came John T. Garcia and Carol J.Garcia, his wifeto me personally known to be the same persons who executed the within instrument of  
writing, and duly acknowledged the execution of the same.IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on  
the day and year last above written.My Commission Expires January 29, 1959Eugene L. Doane  
Eugene L. Doane

Notary Public

Recorded August 6, 1956 at 2:10 P.M.

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien  
thereby created discharged. As Witness my hand this 9th day of March 1961

Eugene L. Doane

Herald A. Beck Register of Deeds this 10th day  
of March 1961Herald A. Beck  
Herald A. Beck  
Register of Deeds  
Douglas County, Kansas

for Assignment of Mortgage see Book 126 page 537