

SECOND MORTGAGE

60374 Book 113

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

This Indenture, Made this 14th day of August 1956

between John T. Garcia and Carol J. Garcia, his wife

of Douglas County, in the State of Kansas of the first part, and
O. F. Stinson

of 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 of

Thirty 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 appurtenances 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 of
Thirty Four Hundred Sixteen and 15/100 (\$3,416.15) DOLLARS

bearing even date herewith, payable at his office in Lawrence, Kansas
Kansas, in equal installments of Twenty-five (\$25.00) DOLLARS

each, the first installment payable on the 14th day of September 1956, the second
installment on the 14th day of October 1956, succeeding installments on the
14th day of each and every month
~~14th day of each and every month~~ in 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 mortgagor.

Now if said John T. Garcia and Carol J. Garcia, his wife
shall 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 a
first 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, Kansas

and 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



Be It Remembered, That on this 14th day of August A. D. 1956

before me, Eugene L. Doane, a Notary Public
in and for said County and state, came John T. Garcia and Carol J.
Garcia, his wife

to 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, 1959

Eugene L. Doane
Eugene L. Doane

Notary Public

This release
was written
in the original
mortgage

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

Handed to Book
Register of Deeds this 10th day
of March
1961
Handed back
Reg. of Deeds
Deputy

for Assignment of Mortgage see Book 126 page 537