

SECOND MORTGAGE

65158

BOOK 117

This indenture is made this 20 day of February, 1958,
between James B. Curry and Rosayn Curry, husband and wife,
of Douglas County, in the State of Kansas, of the first part, and
Maurice Drake and Arzada C. Drake, husband and wife, of
Douglas County, in the State of Kansas, of the second part:

WITNESSETH, THAT the said parties of the first part, in consideration
of the sum of FIVE HUNDRED and no/100 DOLLARS, the receipt of which is hereby
acknowledged, do by these presents grant, bargain, sell and convey unto said parties
of the second part, their heirs and assigns, all the following described Real Estate,
situated in the County of Douglas and State of Kansas, to-wit:

Lot Eleven (11) in Block One (1) in the Town and Country
Addition, an Addition to the City of Lawrence, as per the
recorded plat thereof.

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 have this day executed and delivered their
certain promissory note to said parties of the second part, for the sum of FIVE HUNDRED
and no/100 DOLLARS bearing even date herewith, payable at Lawrence, Kansas, on
the 1st day of February, 1959, without interest, and providing the parties of the first
part with the right to make payments on the principal sum at any time prior to the due
date, so long as said payments shall be made in multiples of Ten Dollars:

AND WHEREAS this mortgage is made subject to one first mortgage
upon the above described real estate originally for the sum of \$7000.00 as given to
The National Homes Acceptance Corp., dated September 17, 1956, recorded September
17, 1956, in Book 113, at Pages 335-336 in the Office of the Register of Deeds,
Douglas County, Kansas, and now reduced to a loan principal of \$7654.81, 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,