

66425 Book 118

SECOND
MORTGAGE

310-2

Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas

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THIS INDENTURE, Made this 16th day of July, A. D. 1958,
between Fernando Torres and Maruja Torres, Husband and Wife

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 1st of the first part, in consideration of the sum of -
Eighteen hundred seventy - and 44 DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party
of the second part, & it's ~~assigns~~ assigns, all the following-described real estate, situated in Douglas
County and State of Kansas, to wit:

Lot Thirty-four (34) on Ohio Street, 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

Parties of the first part

has ve 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

Amount of note \$1,870.44

Date of note July 16, 1958

Principal payable \$30.23 Sept. 15, 1958; \$31.19 October 15, 1958 and \$31.19 the
15th of each month thereafter until paid in full.

IN WITNESS WHEREOF, It is mutually understood that this instrument is a second mortgage
and is subject to an existing first mortgage in favor of Lawrence Building
and Loan Association, Lawrence, Kansas which first mortgage has a remaining
unpaid balance as of this date of approximately \$3,200.00

NOW, If said part 1st of the first part shall pay or cause to be paid to said part Y of the second part, & it's
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 Y
of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their
hand s, the day and year first above written.

Fernando Torres
Fernando Torres
Maruja Torres
Maruja Torres