

Ref. No. In, 217  
Fee paid \$ .75

66425 Book 118

**SECOND  
MORTGAGE**

818-2

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

(COPYRIGHT MATTER)

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 parties of the first part, in consideration of the sum of Eighteen hundred seventy and 44 DOLLARS,

the receipt whereof is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, & it's assigns, all the following-described real estate, situated in Douglas

County, in the 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 thereto 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 one certain promissory note in writing to said party of the second part, of which the following IS A MEMORANDUM

Amount of note \$1,870.44

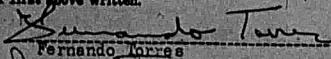
Date of note July 16, 1958

Principal payable \$30.25 Sept. 15, 1958; \$31.19 October 15, 1958 and \$31.19 the 15th of each month thereafter until paid in full.

XXX 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 parties of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises.

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

  
Fernando Torres  
Maruja Torres  
Natalie Torres