

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of October, A. D. 19 58, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Gordon G. Evans and Ruby M. Evans, husband and wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Chester G. Jones Notary Public.

Term expires August 10, 19 61.

Chester G. Jones Notary Public.

Register of Deeds

Ref. No. 14,803

Fee Paid \$2.75

67437 BOOK 119

SECOND MORTGAGE (No. 49) F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 11th day of January 19 58

between G. Jan Higgins and Jo Ann Higgins, his wife of Douglas County, in the State of Kansas of the first part, and Eugene L. Doane and Doris R. Doane, his wife, as joint tenants with right of survivorship and not as tenants in common 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 Eleven Hundred Twenty-four and 17/100 (\$1124.17) 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 Number One (1), in Block B, in Southwest Addition Number Two (2), 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 G. Jan Higgins and Jo Ann Higgins, his wife have this day executed and delivered one certain promissory note to said parties of the second part, for the sum of Eleven Hundred Twenty-four and 17/100 (\$1124.17) DOLLARS bearing even date herewith, payable at their office in Lawrence, Kansas, in equal installments of Five and no/100 (\$5.00) DOLLARS each, the first installment payable on the 1st day of February 19 58, and succeeding installments on the first day of each and every month 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 \$ 11,200.00 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 parties 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. Appraisal waived at option of mortgagee.

Jan Higgins and Jo Ann Higgins, his wife