

SECOND MORTGAGE

67721

BOOK 120

(No. 10)

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This Indenture, Made this 1st day of October 1958  
 between Rex T. Rasmussen, a single man  
 of Douglas County, in the State of Kansas of the first part, and  
Russell W. Jones  
 of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said part Y of the first part, in consideration of the sum of  
Two thousand nine hundred and ninety nine dollars and 10/100 DOLLARS,  
 the receipt of which is hereby acknowledged, do es by these presents grant, bargain, sell and convey unto said part Y  
 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 Two (2), in Block Two (2), in Belle Haven South, an Addition to the  
City of Lawrence, as shown on the recorded plat in Plat Book 5,  
Page 9, recorded the 1st day of July, 1957.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurte-  
 nances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said  
first party one has this day executed and delivered  
one certain promissory note to said part Y of the second part, for the sum of  
\$2,999.10 with interest from date as set forth in mortgage note  
 bearing even date herewith, payable at 1513 West 22nd Street Terrace, Lawrence  
Kansas, on October 1st, 1960

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$13,800.00  
 with interest thereon at the rate of 6 per cent, payable monthly, 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 Y 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.

Now if said first party  
 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 himself and his heirs, do es hereby covenant to and with  
 the said part Y of the second part, executors, administrators and assigns, that he is lawfully seized in fee of said  
 premises, and has good right to sell and convey the same, that said premises are free and clear of all encumbrances,  
except first mortgage shown above

and that he will, and his 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 Y of the first part has hereunto set his hand the day and  
 year first above written.

ATTEST:

Rex T. Rasmussen

*Rex T. Rasmussen*