

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

had on this day executed and delivered one certain promissory note in writing to said part 1es of the second part, of which the following IS A MEMORANDUM

Date of note July 1, 1960

Maturity of note July 1, 1970

Amount of note \$5,000.00

Interest payable January 1, 1961 and July 1, 1961 and monthly thereafter as follows: Principal and Interest \$60.03 August 1, 1961 and \$60.03 the first day of each and every month thereafter until maturity, with remaining balance due at maturity.

Signed, Alexander L. Boyle, Jr.

Signed- Marion F. Boyle

It is mutually understood and agreed that this mortgage is a SECOND mortgage, subject to a first mortgage in the sum of \$5,500.00 of even date in favor of Douglas County State Bank, Lawrence, Kansas

NOW, if said part 1es of the first part shall pay or cause to be paid to said part 1es of the second part, their 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, 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 1es of the second part shall be entitled to the possession of said premises.

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

*Alexander L. Boyle, Jr.*  
Alexander L. Boyle, Jr.

*Marion F. Boyle*  
Marion F. Boyle

68224-2-M-2-67

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this first day of July, A. D. 19 60, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Alexander L. Boyle, Jr. and Marion F. Boyle, Husband and Wife

who are personally known to me to be the same person s who executed the within instrument of writing, and such person s 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 10th, 19 61.

Recorded July 1, 1960 at 4:20 P.M.

*Harold R. Beck* Register of Deeds