

Reg. No. 16,097

Fee Paid \$2.75

SECOND  
MORTGAGE

74163

BOOK 125

16-2

Hall Litho. Co. Topeka

THIS INDENTURE, Made this 26th day of July A. D. 19 60  
 between Creighton C. Collier and Betty L. Collier, husband and wife  
 of Douglas County, in the State of Kansas of the first part,  
 and James C. Dyer and Teresa Dyer, husband and wife  
 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  
One Thousand One Hundred Ten and 96/100 and — DOLLARS,  
 the receipt of which is hereby acknowledged, do — by these presents, grant, bargain, sell and convey unto said  
 part 1st of the second part, their heirs and assigns, all the following described Real Estate, situated in  
Douglas County, and State of Kansas, to wit:  
Lot Four (4) in Block Four (4) in Schwarz Acres Addition Number Two, an Addition  
to the City of Lawrence, Douglas County, Kansas.

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  
Creighton C. Collier and Betty L. Collier, husband and wife

have — this day executed and delivered one certain promissory note — in writing to said part 1st  
 of the second part, of which the following is a copy: After date we promise to pay  
to the order of James C. Dyer and Teresa Dyer, One Thousand One Hundred Ten and  
96/100 Dollars. To be paid at \$50.00 per month plus interest at six (6) percent  
per annum on the unpaid balance. Payments due 10th of each month, the 1st payment  
due on or before September 10, 1960. Extra payments may be made at any time.

This mortgage shall be a second mortgage to a first mortgage held by Capitol  
 Federal Savings and Loan Ass'n.

NOW, If said part 1st of the first part shall pay or cause to be paid to said part 1st 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, 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, then the whole of said sum and sums and interest thereon shall, by these presents, become  
 due and payable, and the part 1st of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1st of the first part have — here-  
 unto set their hand — the day and year first above written.

Creighton C. Collier  
 Creighton C. Collier

Betty L. Collier  
 Betty L. Collier