

SECOND MORTGAGE

76663 (No. 48)
BOOK 127

The Allen Press, Lawrence, Kansas

This Indenture, Made this 1st day of December, 1960
between Robert L. Elder and Wilma J. Elder, his wife; Jonny B. Ezell and Nancy J. Ezell,
his wife; and Michael L. Jamison and Virginia F. Jamison, his wife
of Douglas County, in the State of Kansas of the first part, and
Eugene W. Haley, Charles J. Brown and O. Warren Mitchell
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 Twelve Hundred forty-eight
and no/100- - - - - 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 One (1) in Block "B" in University Field Subdivision No. Four, in the City of
Lawrence, in 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 first
parties have this day executed and delivered one certain promissory note
to said parties of the second part, for the sum of Twelve Hundred forty-eight and no/100- - - - - DOLLARS,
bearing even date herewith, payable at 732 Massachusetts, Lawrence, Kansas,
in equal installments of Twelve Hundred forty-eight and no/100- - - - - DOLLARS
said one installment payable on the 1st day of April, 1961, the second
installment on the 1st day of April, 1962, and one installment on the 1st day of April, 1963, and 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 \$
with interest thereon at the rate of 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 such 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 said note 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.

Now if said parties of the first part
shall pay or cause to be paid to said parties 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, 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 parties
of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for and their heirs, do hereby covenant to and with the said parties
of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good
right to sell and convey the same, that said premises are free and clear of all encumbrances, except those existing
restrictions and utility easements now of record.

and that they will, and their 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 parties of the first part have hereunto set their hands the day and year first above
written.

ATTEST:

Robert L. Elder
Wilma J. Elder

Jonny B. Ezell
Nancy J. Ezell
Michael L. Jamison
Virginia F. Jamison