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BOOK 133

**SECOND
MORTGAGE**

\$10-2 Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas
(COPYRIGHT MATTER)

THIS INDENTURE, Made this 22nd day of January, A. D. 19 63,
between Lawrence Apartments, Inc., a corporation duly organized, incorporated, and existing under
and by virtue of the laws of the State of Kansas and having its principal place
of business at Topeka, ~~Kansas~~ in the State of Kansas, of the first part,
and Norris Bros., Incorporated
of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of (\$1,714.80)

One Thousand Seven Hundred Fourteen ----- and .80 DOLLARS,
the receipt of which is hereby acknowledged, do~~es~~ by these presents, Grant, Bargain, Sell, and Convey unto said party
of the second part, its heirs and assigns, all the following-described real estate, situated in Douglas
County and State of Kansas, to wit:

Lot 5, Block 2, in Belle Haven South Addition No. 2 in the
City of Lawrence, Douglas County, Kansas.

This mortgage is subject to and inferior to the mortgage in favor of City Homes Savings and Loan
Association which was recorded on November 15, 1960, in Book 126 at Pages 436-7 in the office
of the Register of Deeds of Douglas County, Kansas.

This mortgage is a second mortgage, and is of equal rank and priority with other second mortgage
executed this date in favor of the following: Reedy Lumber Company, in the amount of \$8,624.97;
Hankamer Asphalt Company, in the amount of \$1,225.40; Gover Plumbing and Heating, in the amount
of \$1,742.15; Vernon Burkhardt, d/b/a Burkhardt Electric, in the amount of \$772.35; and Woods
Lumber Company, in the amount of \$747.08.

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

Lawrence Apartments, Inc.

has this day executed and delivered its certain promissory note in writing to said party of the
second part, of which the following is a copy:

\$1,714.80

**PROMISSORY NOTE
SECURED BY SECOND MORTGAGE**

Topeka, Kansas
January 22, 1963

In consideration of the release of the mechanic's lien filed July 29, 1961, in the office of the
Clerk of the District Court of Douglas County, Kansas, in the amount of \$1,714.80, Lawrence Apartments,
Inc. promises to pay to the order of Norris Bros., Incorporated the sum of \$1,714.80, plus interest at the rate
of 6% per annum on the unpaid balance, computed monthly, to be paid in monthly installments of \$28.50 per
month, beginning February 1, 1963, and continuing on the first day of each month thereafter until said
\$1,714.80 plus interest as aforesaid is paid in full. Interest shall begin as of this date. Said monthly install-
ments shall be applied first to interest and then to principal, with privilege reserved of making larger payments
at any installment date, and any amounts thus prepaid shall be applied directly to principal, cancelling
interest thereon. Payable at the office of the holder of this note, or its attorney.

IN WITNESS WHEREOF, Lawrence Apartments, Inc., has hereunto caused this promissory note to be
signed on its behalf by its President, thereunto duly authorized so to do, and has caused its corporate seal to
be hereunto affixed on this 22nd day of January, 1963.

LAWRENCE APARTMENTS, INC.

By *Elwaine F. Pomeroy*
Elwaine F. Pomeroy, President

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part, its
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
of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said party of the first part has hereunto ~~caused~~ caused
this mortgage to be signed ~~and caused its corporate seal to be hereunto affixed~~ on its behalf by its President,
thereunto duly authorized so to do, and has caused its corporate seal to be hereunto affixed on the
day and year first above written.

LAWRENCE APARTMENTS, INC.

By *Elwaine F. Pomeroy*
Elwaine F. Pomeroy, President