

83179 BOOK 133

SECOND

MORTGAGE

310-2 Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas
(COPYRIGHT MATTER)

THIS INDENTURE, Made this 22nd day of January, A. D. 1963, 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, ~~County~~ in the State of Kansas, of the first part, and Gover Plumbing and Heating 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 (\$1,742.15) One Thousand Seven Hundred Forty-two and 15/100 DOLLARS, the receipt of which is hereby acknowledged, does 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 mortgages 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; Vernon Burkhardt, d/b/a Burkhardt Electric, in the amount of \$772.35; Woods Lumber Company, in the amount of \$747.08; and Norris Bros., Incorporated in the amount of \$1,714.80.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances therunto 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:

\$1,742.15

PROMISSORY NOTE
SECURED BY SECOND MORTGAGE

Topeka, Kansas
January 22, 1963

In consideration of the release of the mechanic's lien filed September 29, 1961, in the office of the Clerk of the District Court of Douglas County, Kansas, in the amount of \$1,742.15, Lawrence Apartments, Inc., promises to pay to the order of Gover Plumbing and Heating the sum of \$1,742.15, plus interest at the rate of 6% per annum on the unpaid balance, computed monthly, to be paid in monthly installments of \$25.50 per month, beginning February 1, 1963, and continuing on the first day of each month thereafter until said \$1,742.15 plus interest as aforesaid is paid in full. Interest shall begin as of this date. Said monthly installment 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, canceling 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 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