

Reg. No. 18,407  
Fee Paid \$21.50

83259 BOOK 133

SECOND  
MORTGAGE310-2 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, in the State of Kansas ~~of the first part,~~ and Reedy Lumber Company 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 (\$8,624.97) Eight Thousand Six Hundred Twenty-four and 97 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; ALSO, Lot 6, 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 recorded November 15, 1960 in Book 126 at Pages 436-7, and is also subject to and inferior to a mortgage in favor of The Davis-Wellcome Mortgage Company recorded November 17, 1960, in Book 126 at Pages 445-7 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 a second mortgage executed this date in favor of each of the following: Hankamer Asphalt Company, in the amount of \$1,225.40; Gover Plumbing and Heating, in the amount of \$1,572.88; Gover Plumbing and Heating, in the amount of \$1,742.15; Vernon Burkhardt, d/b/a Burkhardt Electric, in the amount of \$762.29; Vernon Burkhardt, d/b/a Burkhardt Electric, in the amount of \$772.35; Woods Lumber Company, in the amount of \$747.08; Norris Bros., Inc., in the amount of \$2,202.02; and Norris Bros., Inc., in the amount of \$1,714.80.

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:

\$8,624.97

PROMISSORY NOTE  
SECURED BY SECOND MORTGAGETopeka, Kansas  
January 22, 1963

In consideration of the release of the mechanic's lien filed September 6, 1961, in the office of the Clerk of the District Court of Douglas County, Kansas, in the amount of \$8,624.97, Lawrence Apartments, Inc., promises to pay to the order of Reedy Lumber Company the sum of \$8,624.97, plus interest at the rate of 6 % per annum on the unpaid balance, computed monthly, to be paid in monthly installments of \$143.00 per month, beginning February 1, 1963, and continuing on the first day of each month thereafter until said \$8,624.97 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 of 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 Elwayne F. Pomeroy  
Elwayne 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 Elwayne F. Pomeroy  
Elwayne F. Pomeroy, President

For Release see Book 138 Page 399