

BOOK 133 83278

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 Vernon Burkhardt, d/b/a Burkhardt Electric  
of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of (\$772.35)  
Seven Hundred Seventy-two ----- and 35 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; Gover Plumbing and Heating, in the amount  
of \$1,742.15; 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  
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 :

\$772.35

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

In consideration of the release of the mechanic's lien filed September 30, 1961, in the office of the  
Clerk of the District Court of Douglas County, Kansas, in the amount of \$772.35, Lawrence Apartments,  
Inc., promises to pay to the order of Vernon Burkhardt, d/b/a Burkhardt Electric, the sum of \$772.35, plus  
interest at the rate of 6% per annum on the unpaid balance, computed monthly, to be paid in monthly install-  
ments of \$13.00 per month, beginning February 1, 1963, and continuing on the first day of each month there-  
after until said \$772.35 plus interest as aforesaid is paid in full. Interest shall begin as of this date. Said  
monthly installments shall be applied first to interest and thence principal, with privilege reserved of making  
larger payment 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.

*Elwaine F. Penney*  
Elwaine F. Penney, President