

89227 BOOK 138

SECOND MORTGAGE

THIS INDENTURE, Made and entered into this 8th day of September, 1964, by and between Donald G. Baxter and Norma R. Baxter, his wife, of Douglas County, Kansas, as mortgagors, and W. W. and Cowora Nash as mortgagees;

WITNESSETH: That said mortgagors for and in consideration of the sum of One Thousand Five Hundred (\$1500.00) Dollars, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said mortgagees, their successors and assigns, forever, all of the following described real estate situated in Douglas County, Kansas, to-wit:

Lot one (1) in the Countryside Addition to the City of Lawrence,

together with all heating, lighting, and plumbing equipment and fixtures, screens, awnings, storm windows and doors, Window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagors hereby covenant with said mortgagees that they are, at the delivery hereof, the lawful owners of the premises above conveyed and described, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances; and that they will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever, except a certain mortgage which is a first mortgage to the above described premises to the Douglas County State Bank of Lawrence, Kansas, in the amount of Fourteen Thousand and No/100 Dollars (\$14,000.00) which is a first and prior lien upon said premises.

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of (\$1500.00) One thousand five hundred and no/100 dollars with interest thereon, together with such charges and advances as may be due and payable to said mortgagees under the terms and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagors to said mortgagees, payable as expressed in this said note and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagors by said mortgagees, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them may owe to said mortgagees, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagors hereby assign to said mortgagees all rents and income arising at any and all times from said property and hereby authorize said mortgagees or their agent, at their option, upon default to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in,