

SECOND MORTGAGE

(No. 49)

Boyle's Legal Blanks, The Outlook, Lawrence, Kansas

This Indenture, Made this 14th 895 day of April 1965between Ernest M. Johnson and Bessie A. Johnson, husband and wifeof Douglas County, in the State of Kansas of the first part, and
Bill Bodinof Douglas County, in the State of Kansas, of the second part:Witnesseth, That the said part 1st of the first part, in consideration of the sum ofThree Thousand Eight Hundred Forty Seven and 82/100 (3847.82)----- DOLLARS,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y
of the second part, his heirs and assigns, all the following described Real Estate, situated in the County
of Douglas and State of Kansas, to-wit:Lot Number Eight (8) in Block Number Five (5) in Hillcrest Addition,
an addition to the City of Lawrence.TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurte-
nances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said

parties of the first parthave this day executed and deliveredonecertain promissory note to said part Y of the second part, for the sum ofThree Thousand Eight Hundred Forty Seven and 82/100 (3847.82)----- DOLLARSbearing even date herewith, payable at the office of Bill Bodin in Lawrence,Kansas, in equal installments of Sixty-Five (65.00)----- DOLLARSeach, the first installment payable on the 14th day of May, 1965, the secondinstallment on the 14th day of June, 1965, and one installment on the 14thday of each and every month in each year thereafter, until the entire sum is fully paid.Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$ 3847.82
with interest thereon at the rate of ten per cent, payable monthly, now if default shall be made in the payment of the
amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according
to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note
secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid
shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent, from
the time of said payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to
immediate possession of said premises and foreclosure of this mortgage.And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part
thereof, then all unpaid installments shall become immediately due and payable, at the option of the party Y of the second part or the
legal holder of said note and shall draw interest at the rate of ten per cent, per annum from the date of said note until fully paid.

Appraisement waived at option of mortgagee.

Now if said parties of the first partshall pay or cause to be paid to said part Y of the second part, his 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; and 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, or if the insurance is
not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said
part Y of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with
the said part Y of the second part, executors, administrators and assigns, that they are lawfully seized in fee of said
premises, and have good right to sell and convey the same, that said premises are free and clear of all encumbrances, except
a mortgage to Capitol Federal Savings and Loan Association, Topeka, Kansas
dated April 25, 1963 in the amount of \$9,600.00 which is recorded at the
Douglas County Kansas Register of Deeds office in Mortgage Book 134, at
page 40.and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said
premises against the lawful claims and demands of all persons whomsoever.In Witness Whereof, The said parties of the first part have hereunto set their hands the day and
year first above written.

ATTEST:

Ernest M. Johnson
Ernest M. JohnsonBessie A. Johnson
Bessie A. Johnson

STATE OF KANSAS,

Douglas County } ss.Be It Remembered, That on this 14th day of April A. D. 1965before me, Betty Lou Brink, a Notary Publicin and for said County and state, came Ernest M. Johnson andBessie A. Johnson

to me personally known to be the same person who executed the within instrument of

writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on

the day and year last above written.

Betty Lou Brink

Notary Public



Recorded April 15, 1965 at 3:10 P.M.

James Beeson Register of Deeds

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and
the lien thereby created discharged. As Witness my hand this 21st day of April 1966

Bill Bodin

This release
was written
on the original
mortgage
dated
April
1965James Beeson
Register of Deeds