

Reg. No. 682
Fee Paid \$75.00

SECOND MORTGAGE

2745 BOOK 141

THIS MORTGAGE, Made this 13th day of September, in the year One Thousand

Nine Hundred and Sixty-Five by and between William L. Lemesary and Jean C. Lemesary,
his wife,
of the County of Douglas

State of Kansas, parties of the first part, hereinafter referred to as "Mortgagor" whether one person or more, and THE CITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY, Kansas City, Missouri, party of the second part, hereinafter referred to as "Mortgagee",
WITNESSETH THAT:

The Mortgagor for and in consideration of Thirty Thousand and no/100 - - - - -

Dollars (\$30,000.00) to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and the extension of credit now or from time to time during the effective period of this mortgage advanced by Mortgagee, as in paragraph numbered Third hereof set forth, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Mortgagor and to its successors and assigns forever

all of the following described land and improvements thereon situated in the County of Douglas

State of Kansas, to-wit:

The East 152.28 feet of Lot 1 in HILLCREST ADDITION NUMBER FOUR in the City of Lawrence, Douglas County, Kansas, according to the recorded plat thereof, except part thereof in 9th Street.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, together with all replacements or renewals thereof, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, venetian blinds, inlaid floor coverings, shrubbery, plants, refrigerators, boilers, tanks, furnaces, radiators, gas and oil burners, stokers, water heaters, elevators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment, of whatsoever kind and nature, and all fixtures, property and equipment of every kind and character now belonging to the Mortgagor, and located in and used with the operation of the business now carried on upon the real property herein conveyed, or contained within or upon improvements located upon said real property, all of which fixtures and articles of personal property are hereby declared to be and shall be deemed to be fixtures and accessory to the freehold, and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness and obligations herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD the same, with all and singular, the hereditaments and appurtenances thereto belonging unto the Mortgagee and to its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of Thirty Thousand and no/100 - - - - - Dollars (\$30,000.00)

and has agreed to pay the same with interest thereon according to the terms of a certain note or obligation in said principal amount, bearing even date herewith and made payable to the order of the Mortgagee and executed by the Mortgagor and providing for the payment thereof on or before December 1, 1965, with interest from date at the rate of Six per cent (6%) per annum.

Said note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and all interest due at the time of such default shall, at the option of the legal holder or legal holders, become due and payable, and both principal and interest are to bear interest at the rate of eight per cent per annum after maturity; and

WHEREAS, the Mortgagor may from time to time be or become indebted to Mortgagee on the balance of Mortgagor's current account with said Bank, whether in respect of moneys advanced or paid to or for the use of said Mortgagor, or charges incurred on his account or in respect of negotiable instruments drawn, accepted, guaranteed, or endorsed by him, or on his behalf and discounted or paid or held by said Bank either at Mortgagor's request or in the course of business or otherwise, or in respect of moneys which the said Mortgagor shall become liable to pay to said Bank in any manner whatsoever, and whether such moneys shall be paid or incurred on Mortgagor's behalf alone or jointly with any other person or persons or corporation; and

WHEREAS, the Mortgagor does for himself and for his heirs, representatives, grantees, successors and assigns, the owners of said lands and property, hereby expressly warrant, covenant, agree and stipulate to and with