

SECOND MORTGAGE

6590 BOOK 145 (No. 49)

The Allen Press, Lawrence, Kansas

This Indenture,

Made this fourth day of Oct 1966
between D.P. Berschoter & Edna May Berschoter
of Douglas County, in the State of Kansas of the first part, and
of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Five Hundred (\$2500.00) DOLLARS,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties of the second part,
their heirs and assigns, all the following described Real Estate, situated in the County of Douglas
and State of Kansas, to-wit:

Lot 1 Addition 171 1/2 Block 100 in 11
Palmer Place in the City of Lawrence
Douglas Co. Kansas

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 Parties
of the first part have this day executed and delivered one certain promissory note
to said parties of the second part, for the sum of Twenty Five Hundred DOLLARS,
bearing even date herewith, payable at 107 1/2 Lawrence, Kansas,
in equal installments, of 200.00 each year, DOLLARS
each, the first installment payable on the 20th day of Nov 1966, the second
installment on the 20th day of Jan 1967 and 20th day of Feb 1967, and one installment on the 20th
days of Jan 1967 and 20th day of Feb 1967 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 \$
with interest thereon at the rate of 10 per cent, payable semi annually, 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 such 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 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.
Appraisal waived at option of mortgagee.

Now if said Parties of the First
shall pay or cause to be paid to said parties of the second part, their 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
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 himself and his heirs, do hereby covenant to and with the said parties
of the second part, executors, administrators or 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 first
mortgage to Charles Hilgner & Wife Muriel
of Lawrence Kansas

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 hand the day and year first above
written.

ATTEST:

D.P. Berschoter
Edna M. Berschoter
D.P. BERSCHOTER
Edna M. BERSCHOTER