

12784

SECOND MORTGAGE

BOOK 149

This mortgage, made this 1st day of April, 1968, by and between Jack Erwin Gaumnitz and Janice T. Gaumnitz, husband and wife (hereinafter referred to as "Mortgagor") and Ridge House, Inc., a Kansas corporation (hereinafter referred to as "Mortgagee"),

W I T N E S S E T H :

WHEREAS, Mortgagor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other valuable considerations, to them in hand paid by Mortgagee, the receipt and legal sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto said Mortgagee, and to its successors and assigns forever, all of the following described real estate lying and situated in the County of Douglas, and State of Kansas, to-wit:

Lots 6, 7, 8, 9 and 10, in Block 14, and  
Lots 1, 16, 17 and 18, in Block 15, all  
in South Hills No. 2, an Addition to the  
City of Lawrence, and,

Lots 11, 12 and 13, in Block 4, South-  
ridge Addition No. Two, an Addition to  
the City of Lawrence;

together with all buildings, appurtenances and improvements thereon situate or which may hereafter be erected or placed thereon, and all right, title and interest of Mortgagor in and to all streets, boulevards, avenues or other public thoroughfares in front of and adjoining the above described real estate, including all easements, licenses and rights-of-way thereunto attached or belonging, and also all fixtures and articles of personal property now or hereafter located upon or used in connection with the operation of said premises, all of which fixtures and articles of personal property shall be deemed to be fixtures and accessories to the freehold and a part of the realty as between the parties hereto and subject to the lien of this mortgage.

It is expressly understood and agreed that this is intended as a mortgage to secure the payment of a certain promissory note executed this date by Mortgagor to Mortgagee in the principal amount of Two Hundred Thirty-eight Thousand, One Hundred Two and No/100 (\$238,102.00) Dollars, and payable according to its terms.