12853 BOOK 150 SECOND MORTGAGE (140, 49) en Press, Low ice. Konson This Indenture, Mode this 19th day of ______Apr11 19 68 between John R. Scollon and Kathleen M. Scollon, Husband and wife County, in the State of Kansas of the first part, and of Douglas Securities Investment Company, Inc. of Douglas County, in the State of Kansas, of the second part:

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Witnesseth, That the said part 10.5 of the first part, in consideration of the sum of

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Thirty three hundred thirty four and 25/100----- DOLLARS, 1ts _____ heirs and assigns, all the following described Real Estate, situated in the County of ______ Douglas and State of Kansas, to-wit:

> Lot Four (4), Block Six (6) in Haskell Place, an Addition to the City of Lawrence

TO HAVE AND TO HOLD THE SAME, Together with all and singular the te belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Parties of the first part ho Vethis day executed and delivered a certain promissory note
to sold part y of the second part, for the sum of Four thousand seventy eight & 80/100 DOLLARS,
bearing even date herewith, payable at LAWTENCE,
in equal installments of One hundred thirteen and 30/100
each, the first installment payable on the 19th day of May 1068
installment on the 19th day of June 19 68, and one installment on the 19th
days of Bach and every month

eas, this mortgage is made subject to one first mortgage up ve described real estate, for the sum of \$7, 134.06 terest thereon at the rate of per cent, payable monthly annually, now if default shall be made in the 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 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 secured hereby, may at his option, for the protection of this martgage, make said payments of principal or interest, and the 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 thereof, then all unpaid installments shall become immediately due and payable, at the option of the part 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 soid note until fully paid. Approisement waived at option of man

Now if said John R. Scollon and Kathleen M. Scollon

shall pay or cause to be paid to said part y ____ of the second part, _____ ts ___ 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 ar 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 I of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the soid portles of the first part, for SelVeshnd their heirs, do hereby covenant to and with the soid part y 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, & excepting the first mortgage mentioned above to First National Bank of Lawrence, Kansas originally made June 5, 1963, by Richard L. Sellers and Grace H. Sellers, in original amount of \$8,450.00, and assumed this date by parties of the

first part. -and they is 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.

ATTEST

Kathleen M. Scollon