

SECOND MORTGAGE

21328

(No. 48) BOOK 157

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

This Indenture, Made this 2nd day of June 1970

between Jerry Albert Taylor and Laura Deanna Taylor, his wife,
 of Douglas County, in the State of Kansas of the first part, and
Verrel T. Lemen and Shera L. Lemen, his wife,
 of Elburn Illinois of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Two Thousand Two Hundred Thirty-one and 36/100 (\$2,231.36) - - - - - 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 Seventeen (17), in Block Two (2), in Edgewood Park Addition No. Four (4), and
Replat of Tract A and Blocks Four (4) and Five (5), in Edgewood Park Addition No.
Three (3), in the City of Lawrence.

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

one certain promissory note to said part ies of the second part, for the sum of
Two Thousand Two Hundred Thirty-one and 36/100 (\$2,231.36) - - - - - DOLLARS
 bearing even date herewith, payable at Lawrence National Bank & Trust Co., Lawrence, Kansas

~~XXXXXX~~ in equal installments of Thirty-five and No/100 (\$35.00) DOLLARS
 per month beginning July 10, 1970 for one year; and \$70.00 per month beginning July 10,
1971 until July 10, 1974, when the entire balance including interest shall become due
 and payable.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$16,300.00
 with interest thereon at the rate of 5 1/2 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 part ies 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 part,
 shall pay or cause to be paid to said part ies 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 ies of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part ies of the first part, for themselves and their heirs, do hereby covenant to and with
 the said part ies 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 as noted above,

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 part ies of the first part have hereunto set their hands the day and
 year first above written.

ATTEST:

Jerry Albert Taylor
 Jerry Albert Taylor

Laura Deanna Taylor
 Laura Deanna Taylor