

SECOND MORTGAGE

21749

(No. 49)

BOOK 157

The Allen Press, Lawrence, Kansas

**This Indenture**, Made this 10th day of July, 1970  
between Lewis Eldon Johnson and Lois Maurine Johnson, husband & wife  
of Douglas County, in the State of Kansas of the first part; and  
Interstate Securities Company No. 2, Inc.  
of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Four thousand three hundred three and 03/100 DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y of the second part,  
its heirs and assigns, all the following described Real Estate, situated in the County of Douglas  
and State of Kansas, to-wit:

Beginning at a point 625.75 feet East and 1556.15 feet South of  
the Northwest corner of the NE<sup>1</sup> of Section 6, Township 13,  
Range 20, Thence South 162.3 feet, thence West 313.2 feet,  
thence North 160.26 feet, thence East 313.2 feet to the point  
of beginning, consisting of 1.2 Acres in Douglas County, 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 a certain promissory note  
to said part Y of the second part, for the sum of Five thousand seven hundred sixty DOLLARS,  
bearing even date herewith, payable at Lawrence, Kansas, Kansas,  
in equal installments, of One hundred twenty and 00/100 DOLLARS  
each, the first installment payable on the 10th day of August, 1970, the second  
installment on the 10th day of September, 1970, and one installment on the 10th  
days of each and every month 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 \$ 3,000.00  
with interest thereon at the rate of 6 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 part Y 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.  
Appraisement waived at option of mortgagee.

Now if said Lewis Eldon Johnson and Lois Maurine Johnson  
shall pay or cause to be paid to said part Y of the second part, its 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 Y  
of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part 1st of the first part, for them and their heirs, do hereby covenant to and with the said 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, with the sole  
exception of that listed above, to Lloyd E. Heltzel dated 9-15-60  
for \$5,000.00; and now reduced to \$3,000.00

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 1st of the first part have hereunto set their hand the day and year first above  
written.

ATTEST:

Lewis Eldon Johnson  
Lewis Eldon Johnson

Lois Maurine Johnson  
Lois Maurine Johnson