

SECOND MORTGAGE

(No. 49)

The Allen Press, Lawrence, Kansas

**This Indenture,**

22482

BOOK 158

Made this 1st day of September 1970

between Liberty and Hedges, Inc., a corporation; and Buzzi & Associates, Inc., a corporation  
of Douglas County, in the State of Kansas  
of John S. Collins and Christine Collins, his wife,  
of Douglas County, in the State of Kansas, of the second part:

**Witnesseth,** That the said part ies of the first part, in consideration of the sum of Twenty Thousand Forty-Four and 59/100 (\$20,044.59) DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part ies 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:

The West Half of the East Half of the Northwest Quarter of Section Thirty-Four (34), Township Twelve (12) South, Range Nineteen (19) East of the Sixty Principal Meridian, less the following described tract: Beginning at the Northwest corner of the West One-half of the East One-half of the Northwest Quarter of Section Thirty-Four (34), Township Twelve (12) South, Range Nineteen (19) East, which point is approximately in the center of the pavement of U. S. Highway No. 40; thence East along the North line of Section Thirty-Four (34), 168.5 feet; thence South parallel to the West side of the above described tract 270 feet, forming an interior angle of 89° 52'; thence West parallel to the North line of Section Thirty-Four (34), 168.5 feet to the West line of said tract; thence North along the West line of said tract 270 feet to place of beginning.

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 part ies of the second part, for the sum of Twenty Thousand Forty-four and 59/100 DOLLARS, bearing even date herewith, payable at such place as second parties may designate in equal installments, of Two Thousand and 00/100 (\$2,000.00) DOLLARS each, the first installment payable on the 1st day of September 19 70, the second installment on the 1st day of September 19 72, and one installment on the 1st day of September 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 \$19,955.41 with interest thereon at the rate of 5 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 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 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. Appraisement 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 successors and or assigns do hereby covenant to and with the said part ies 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 of record in favor of the First National Bank, Lawrence, Kansas,

and that they will, and their successors 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.

WITNESSES: BUZZI & ASSOCIATES, INC.

BY LLOYD D. BUZZI, PRESIDENT

LIBERTY AND HEDGES, INC.

BY CHARLES W. HEDGES, PRESIDENT