

194

Reg. No. 5,094  
Fee Paid \$68.75SECOND  
MORTGAGE

22770

210-2

Crane &amp; Co., Inc., Stationers, Office Outfitters, Legal Blank, Tapes, Etc.

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BOOK 158

THIS INDENTURE, Made this 17th day of July, A. D. 1970,  
between FRED B. BENSON, JR. and RUTH H. BENSON, his wife,

of Montgomery County, in the State of Kansas, of the first part,

and CONTINENTAL CONSTRUCTION CO., INC. a Kansas Corporation  
of Douglas County, in the State of Kansas, of the second part:WITNESSETH, That said part Y of the first part, in consideration of the sum of Twenty Seven Thousand  
Five Hundred and No/100 (\$27,500.00) Dollars ----- and ----- DOLLARSthe receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said part Y  
of the second part, its successors, heirs and assigns, all the following-described real estate, situated in Douglas  
County and State of Kansas, to wit:Lots 9 and 10, Block 1, Meadowbrook, an Addition to  
the City of Lawrence, Douglas County, Kansas, commonly  
known and described as 2514/16/18/20 University Drive.This mortgage is subject to two first mortgages dated  
November 21, 1966, in favor of Capitol Federal Savings  
& Loan Association; the mortgage on Lot 9 being recorded  
in Book 145, page 164, in the Office of Register of Deeds,  
Douglas County, and the mortgage on Lot 10 being recorded  
in Book 145, page 166, in the Office of Register of Deeds,  
Douglas County, Kansas, each in the amount of \$34,000.00.TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances  
thereto belonging or in anywise appertaining, forever.PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Fred B.  
Benson, Jr. and Ruth H. Bensonhave this day executed and delivered their certain promissory note in writing to said part Y of the  
second part of which the following is a copy: PROMISSORY NOTE July 17, 1970  
\$27,500.00FOR VALUE RECEIVED, we, the undersigned, hereby promise to pay to Continental  
Construction Co., Inc., a Kansas Corporation, or order, the sum of Twenty Seven  
Thousand Five Hundred and No/100 (\$27,500.00) Dollars, payable as follows:  
(a) Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars on the 17th day  
of July, 1971, together with interest thereon at the rate of Ten (10%) percent  
per annum, computed and payable monthly on the unpaid balance, from the 17th day  
of July, 1970, until paid, and  
(b) Fifteen Thousand and No/100 (\$15,000.00) Dollars on the 9th day of October,  
1971, together with interest thereon at the rate of Ten (10%) percent per annum,  
computed and payable monthly on the unpaid balance, from the 9th day of October,  
1970, until paid.This note is secured by a Second Mortgage of even date herewith on the follow-  
ing described real estate:Lots 9 and 10, Block 1, Meadowbrook, an Addition to the City of Lawrence,  
Douglas County, Kansas.

DATED at Lawrence, Kansas, this 17th day of July, 1970.

/signed/ Fred B. Benson, Jr.

/signed/ Ruth H. Benson

NOW, if said parties of the first part shall pay or cause to be paid to said part Y of the second part, its

successors, 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, or at the times 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, then the whole of said sum and sums,  
and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part  
of the second part shall be entitled to the possession of said premises.IN WITNESS WHEREOF, The said parties of the first part have hereunto set their  
hand s. , the day and year first above written.

FRED B. BENSON, JR.

RUTH H. BENSON