

SECOND  
MORTGAGE

23726

222-2-T. W. BOOK 159

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 22nd day of December 1970

between Jacob U. Gordon and Thelma H. Gordon, his wife  
of Douglas County, in the State of Kansas, as mortgagor.  
and Emery R. Corbett and Judith A. Corbett, his wife  
of Douglas County, in the State of Kansas, as mortgagee.

WITNESSETH, That in consideration of the sum of  
One Dollar and Other Valuable Considerations-----and 00 DOLLARS,  
the receipt of which is hereby acknowledged, said mortgagor S do hereby mortgage and warrant unto said mortgagee  
heirs, successors and assigns, all of the following described Real Estate situated in Douglas  
County, and State of Kansas to wit:

Lot 12, in Block 1, in Holiday Hills, an Addition to the City of Lawrence,  
in Douglas County, Kansas

Said mortgagorS do hereby covenant and agree that at the delivery of this instrument they are  
the lawful owner S of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free  
and clear of all incumbrances except the Mto. to Prudential Inv. Co. dated Aug. 11, 1967,  
recorded Aug. 14, 1967, in Book 147 Pg. 324 in the office of the Register  
of Deeds, Douglas Co., Kansas; and that they will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances  
thereunto belonging or in anywise appertaining, forever.

Said mortgagorS hereby agree to pay all taxes and assessments levied on said premises before any penalties or costs  
shall accrue on account thereof, and to keep said premises insured in favor of mortgagee S in the sum of at least  
Two Thousand Two Hundred and no/100-----DOLLARS  
in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ 2,200.00-----Dollars  
advanced by mortgageeS to mortgagorS, with interest, and such charges as may become due to mortgagee S under the  
terms of the note hereby secured, which note is hereby made a part hereof, and which is to be paid by mortgagorS to  
mortgagee S with interest at 6 % per annum as follows: For value received, we promise to pay  
to the order of Emery R. Corbett and Judith A. Corbett, his wife, the sum of  
Two Thousand Two Hundred and no/100 Dollars (\$2,200.00), the principal with  
interest from date at the rate of six per cent (6%) per annum of the unpaid  
balance until paid. Principal and interest shall be payable to University  
State Bank, Lawrence, Ks., or at such other place as the holder may designate  
in writing. The principal and interest shall be payable in full by Dec. 1, 1980.

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to  
mortgagors, or either or any of them, by mortgageeS and all indebtedness in addition to the above amount which mortgagors,  
or either or any of them, may owe to mortgagee S, however evidenced, whether by note, book account or otherwise. This mort-  
gage shall remain in full force and effect until all amounts due hereunder, including future advancements, are paid in full, with  
interest. Upon the maturing of the indebtedness for any cause, the total debt on such additional loans, if any, with interest, shall  
at the same time and for the same specified causes be considered matured, and shall be collectible out of the proceeds of sale  
through foreclosure or otherwise.

MortgagorS shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee S, includ-  
ing abstract or title insurance expenses, because of the failure of mortgagorS to comply with the provisions of said note  
and this mortgage, and the same are hereby secured by this mortgage.

The failure of mortgagee S to assert any of its rights hereunder at any time shall not be construed as a waiver of its  
right to assert the same at a later date, and to enforce strict compliance with all of the terms and provisions of said note and  
of this mortgage.

If said mortgagor S shall pay or cause to be paid to said mortgagee S, their heirs, successors or assigns,  
said sum of money hereby secured, together with the interest thereon, and all future advancements with 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 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 insurance premiums are not paid when  
due, then the whole of said sum or sums, and interest thereon, shall become due and payable at the option of the holder hereof, and  
said mortgagee S shall be entitled to the possession of said premises.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the  
respective parties.

IN WITNESS WHEREOF, said mortgagorS have hereunto set their hand S the day and year first above written.

*J. U. Gordon*  
Jacob U. Gordon

*Thelma H. Gordon*  
Thelma H. Gordon

Mortgagor

Mortgagor

60645 SM 5-69 Atty. Rev. 6/69

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 6th day of January, 1971 before me,  
the undersigned, a Notary Public in and for the County and State aforesaid, came  
Jacob U. Gordon and Thelma H. Gordon, Husband and Wife

who are personally known to me to be the same personS who executed the within instrument of  
writing, and such personS have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and  
year last above written.

March 31, 1974.

*Sharon A. Patton*  
Sharon A. Patton

Notary Public.

ASSIGNMENT

Recorded January 15, 1971 at 2:51 P. M.

*Janice Beem*  
By: *Due Newstyler*

Register of Deeds  
Deputy