

Second  
MORTGAGE

24596

BOOK 160

(No. 52K)

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This Indenture, Made this 10th day of March, 1971 between  
AMEQ, Incorporated, a Kansas Corporation

of Lawrence, in the County of Douglas and State of Kansas  
party of the first part, and James R. Marshall and Judith F. Christopher  
parties of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of (\$6,000.00)  
Six Thousand and no/100----- DOLLARS  
to it duly paid, the receipt of which is hereby acknowledged, has sold, and by  
this indenture does GRANT, BARGAIN, SELL and MORTGAGE to the said parties of the second part, the  
following described real estate situated and being in the County of Douglas and State of  
Kansas, to-wit:

Lots Seven (7) and Eight (8), Block One (1), Pioneer Ridge, an  
addition to the City of Lawrence.

Party of the first part being a corporation hereby expressly waives  
any and all rights and privileges and periods of redemption of said  
real estate in the event of sale thereof by reason of proceedings in  
foreclosure upon said mortgage.

Default on the hereinafter described first mortgage shall be deemed  
a default of this mortgage.

with the appurtenances and all the estate, title and interest of the said party of the first part therein.

And the said party of the first part do hereby covenant and agree that at the delivery hereof it is the lawful owner  
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except

a real estate mortgage to and in favor of Prudential Investment dated February  
9, 1966, and recorded February 10, 1966, in Book 142, Page 600, Book of  
Mortgages, Office of the Register of Deeds, Douglas County, Kansas, said  
Mortgage, in the original principal sum of \$28,000.00.

and that it will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party of the first part shall at all times during the life of this indenture, pay all taxes  
and assessments that may be levied or assessed against said real estate when the same become due and payable, and that it will  
keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and  
directed by the parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of their  
interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable or to keep  
said premises insured as herein provided, then the parties of the second part may pay said taxes and insurance, or either, and the amount  
to paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment  
until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Six Thousand and no/100-----  
(\$6,000.00) DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 15th  
day of February, 1971, and by its terms made payable to the parties of the second  
part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the  
said parties of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event  
that said party of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged.  
If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real  
estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said  
real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute  
and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture  
is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for  
the said parties of the second part their heirs, administrators and assigns  
to take possession of the said premises and all the improve-  
ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to  
sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to  
retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be,  
shall be paid by the parties making such sale, or demand, to the first party.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all  
benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives,  
assigns and successors of the respective parties hereto.

In Witness Whereof, the party of the first part has hereunto set its hand and seal the day and year  
last above written.

ATTEST

*Janice T. Gaumnitz*  
Assistant Secretary  
JANICE T. GAUMNITZ

AMEQ, Incorporated  
By *Jack E. Gaumnitz* (SEAL)  
Jack E. Gaumnitz, President (SEAL)  
(SEAL)  
(SEAL)