

Reg. No. 6,192
Fee Paid \$7.50

SECOND MORTGAGE

BOOK 162

(No. 49)

27246

The Allen Press, Lawrence, Kansas

This Indenture.Made this 30th day of September 1971
between John C. Lynch and Barbara J. Lynch, husband and wifeof DouglasCounty, in the State of Kansasof the first part, and
Franklin L. Alexander and Betty J. Alexander, husband and wife and Robert
K. Gorgeson and Greta A. Gorgeson, husband and wife and Eugene L. Hardtaker
and Florence L. Hardtaker, husband and wife and Leonard H. Zook and Wilda A.
Zook, husband and wife County, in the State of Kansas, of the second part:**Witnesseth,** That the said parties of the first part, in consideration of the sum of Two Thousand Nine
Hundred Sixty and 75/100 (\$2,960.75) - - - - - DOLLARS,the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties 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:Lot Nine (9), in Block One (1), in Edgewood Park Addition Number Four
and Replat of Tract - A and Blocks Four and Five in Edgewood Park
Addition Number Three (3), an Addition to the City of Lawrence as
shown on the recorded plat thereof, subject to the existing utility
easements, restrictions and the mortgage now of record to Charles F.
Curry and Company, dated October 21, 1960 and recorded November 2,
1960 in the amount of \$14,200.00 in Book 126, Pages 334-337, Douglas
County Register of Deeds Office.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 First
Parties have this day executed and delivered one (1) certain promissory note
to said parties of the second part, for the sum of \$2,960.75 - - - - - DOLLARS,
bearing even date herewith, payable at Lawrence, Kansas,
in equal installments, of Sixty and 04/100 (\$60.04) - - - - - DOLLARS
each, the first installment payable on the First day of November 1971, the second
installment on the First day of December 1971, and one installment on the First
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 \$25,000.00 set out
above, and the terms of the note of said first mortgage are as follows: 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 parties 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.
Appraisal waived at option of mortgagee.Now if said parties of the first part for themselves and for their heirs
shall pay or cause to be paid to said parties 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
of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said parties
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 as noted above.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 parties of the first part have hereunto set their hand the day and year first above
written.

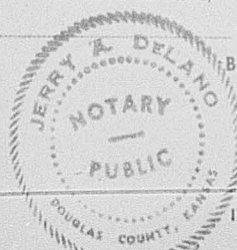
ATTEST:

Frank L. Alexander
Frank L. AlexanderBarbara J. Lynch
Barbara J. Lynch

STATE OF KANSAS,

ss.

County,

Be It Remembered, That on this 30th day of September A.D. 1971before me, Jerry A. DeLano, a Notary Public
in and for said County and State, came John C. and Barbara J. Lynchto me personally known to be the same person who executed the foregoing instrument of writing,
and duly acknowledged the execution of the same.IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day
and year last above written.My Commission Expires 16 Nov. 1974Jerry A. DeLano
Notary Public

Recorded October 15, 1971 at 3:36 P.M.

Jamie Beemer Register of Deeds