

VA Form 2-611 (Home Loan)
August 1946 The Optional
Servicer's Recordkeeping Act
is in effect. All receipts
shall be filed with the
side to RHC Mortgage Co.

V-1920
KANSAS

31385 BOOK 91

Second

MORTGAGE

THIS INDENTURE, Made this 31st day of January, 1947, by and between
David Hoisington Clymer and Betty Louise Clymer, his wife
of Lawrence, Kansas, Mortgagee, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing
under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of - Seven
Hundred and no/100 - Dollars (\$ 700.00), the receipt of which is hereby
acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever,
the following-described property, situated in the county of Douglas
State of Kansas, to wit:

Lot Number 75 in Fairground's Addition, an Addition
to the City of Lawrence, in Douglas County, Kansas.

The interest hereby conveyed is subordinate to a First Mortgage Loan
hereinafter referred to as "prior instrument" given by David Hoisington Clymer and Betty Louise
Clymer, his wife to CAPITOL FEDERAL SAVINGS AND LOAN
ASSOCIATION dated January 22, 1947, securing an indebtedness in the original
principal sum of \$ 5800.00 and recorded or filed in
in the office of the Register of Deeds in Douglas County, Kansas
on February 12, 1947. Hazard insurance of such types and amounts as the holder of
the indebtedness secured hereby may from time to time require, shall be continuously maintained on the improve-
ments now or hereafter on the aforesaid premises. To the extent required by the prior instrument and while
the indebtedness secured thereby remains unpaid, deposits for ground rents, taxes, assessments, and insurance
may be made with the party secured thereby also all insurance policies may be held by such
party and loss payable clauses may reflect the prior interest of such party. Although the
holder of the indebtedness hereby secured waives duplication of action taken to satisfy re-
quirements of the prior instrument, there shall be furnished to said holder, upon request,
satisfactory evidence that all requirements of the prior instrument have in fact been full-
filled. A default in any covenant or agreement in the prior instrument shall constitute a
default herein. The holder of the indebtedness secured hereby may perform any such defaulted
covenant or agreement to such extent as said holder may determine, with resultant right of subrogation. Upon
any such default or any other default herein, said holder may declare the indebtedness hereby secured at once
due and payable, may foreclose immediately, and may exercise any other rights hereunder or take any other
proper action as by law provided. Insofar as the provisions of this paragraph are inconsistent with any other
provisions of this instrument, this paragraph shall control.

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(It is understood and agreed that this is a "purchase money" mortgage)

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and
profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues,
and profits until default hereunder), and all fixtures now or hereafter attached to or used in connection with the
premises herein described and in addition thereto the following household appliances, which are, and shall be deemed
to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed (or
has such other estate as is stated hereinbefore), that he has good right to sell and convey the same, as aforesaid,
and that he will warrant and defend the aforesaid title thereto against the claims and demands of all persons
whomsoever.