

33510 BOOK 93

K-2225
KANSAS

FA Form 1341 (June 1964)
Subject: 1341 - The Uniform
Recording Act
On L.R.A. 1964 (41) - Amend-
able to RFG Mortgage Co.

SECOND

MORTGAGE

THIS INDENTURE, Made this 16th day of September, 1947, by and between
Robert E. Cater and Mary Margaret Cater, his wife
of Lawrence, Kansas, Mortgagor, 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 Seventeen hundred
Fifty and no/100 Dollars (\$ 1750.00), 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:

The South 100 Feet of Lot 31 on Elliott (now 4th) Street in Block 20,
in that part of the City of Lawrence known as West Lawrence, Douglas
County, Kansas.

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

The interest hereby conveyed is subordinate to a First Mortgage Loan
hereinafter referred to as "prior instrument" given by Robert E. Cater and Mary Margaret Cater, his wife
to CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION dated September 16, 1947.
Amounting to Indebtedness in the original principal sum of \$5000.00 as provided or held in Book 93 Page 6 of the
Register of Deeds Office in Douglas County, Kansas
on condition that the Mortgagor shall be continuously maintained on the improvements now or hereafter on the aforesaid premises. To the extent required by
the prior instrument and while the Indebtedness secured thereby remains unpaid, default for ground rent, taxes, assessments, and insurance may be
made by the party secured thereby; also all insurance policies may be held by such party and loss payable clauses may read
the prior interest of such party. Although the holder of the Indebtedness hereby secured waives duplication of action taken to
satisfy requirements 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 fulfilled. 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 "without 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 fore-
close 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.

INITIALED BY
RECORDED FOR
IDENTIFICATION
K.E.C.
M.M.C.

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.