

35549 BOOK 94

VA Form 4-214 (Home Loan)
August 1946 Use Optional
Department's Standardized Act
On U.S.C.A. 411 (a). Accept-
able to F.T.C. Mortgage Co.

V-2145-
KANSAS

SECOND MORTGAGE

THIS INDENTURE, Made this 26th day of May, 1946, by and between
Richard P. Treese and Mary Elizabeth Treese
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 Seventeen Hundred
Forty and no/100 ----- Dollars (\$ 1740.00), 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 5, Block 8, Haskell Place, Lawrence, Kansas, less the East 58 feet thereof.

(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 Clark R. Norton and Barbara J. Norton, his wife,
to CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, dated July 19, 1947,
securing an indebtedness in the original principal sum of \$2500.00 and recorded or filed in Book 82 Page 421 in the office
of the Register of Deeds of Douglas County, Kansas.
on 1-21-1947. Hazard insurance of such type and amounts as the holder of the indebtedness secured hereby may from
time to time require, 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, deposits for ground rent, 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 where to
satisfy 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 in 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 fore-
close immediately, and may exercise any other rights hereunder or take any other proper action as by law provided. Inas-
much as the provisions of this paragraph are inconsistent with any other provisions of this instrument, this paragraph shall control.

INITIALED BY
BORROWERS FOR
IDENTIFICATION
R. P. Treese
M. E. Treese
7/17/47

together with the tenements, hereditaments and appurtenances thereto 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.