

363 - BOOK 95

## SECOND MORTGAGE

THIS INDENTURE, Made this 9th day of November, 1948, by and between William M. Layman and Carolyn W. Layman, 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 Mortgagee, for and in consideration of the sum of Sixteen Hundred and no/100 - - - - - Dollars (\$ 1600.00, 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 71 in Fairgrounds, an Addition to the City of 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 William M. Layman and Carolyn W. Layman, his wife to CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION dated November 9, 1948, amounting to the original principal sum of \$5200.00, and recorded or filed in Book 95 Page 98 of the Register of Deeds Office in Douglas County, Kansas. (Check and page or other recording reference) 11/16/48. Hazard insurance of such type and amount 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 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 reduce 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 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 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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together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof (provided, however, that the Mortgagee 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.

Mortgagee 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.