

VA Form 4-5314 (Home Loan)  
August 1946 - Use Optional  
Servicer's Readjustment Act  
On L.R.C.A. 901 (a). Avail-  
able to RUC Mortgage Co.

38750

BOOK 68

V-3053  
KANSAS

## SECOND MORTGAGE

THIS INDENTURE, Made this 11th day of August, 1949, by and between  
Quentin de L. Wheatley and Audrey U. Wheatley, 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 \$1500.00, 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 North 50 feet of the following described tract: Beginning at a point on the  
West line of Kentucky Street extended South from the Southeast corner of Block No.  
7 in Babcock's Addition to the City of Lawrence, a distance of 490 feet; thence  
South along said extended West line of Kentucky Street 150 feet; thence due West  
125 feet; thence North parallel to said West line of Kentucky Street, 150 feet;  
thence due East to the point of beginning all in the City of Lawrence, in 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 Quentin de L. Wheatley and Audrey U. Wheatley, his wife  
to CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION dated August 11, 1949,  
securing an indebtedness in the original principal sum of \$1500.00 and recorded or filed in Book Page of the  
Register of Deeds Office in Douglas County, Kansas.  
on 19. 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 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 detailed  
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 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  
BORROWERS FOR  
IDENTIFICATION  
266

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.