

VA Form 4-5514 (House Loan)
August 1944. Use Optional
Borrower's Readjustment Act
OR L.R.C. OR OR (except
able to R.F.C. Mortgage Co.)

V-3238
KANSAS

30900 BOOK 97

SECOND MORTGAGE

THIS INDENTURE, Made this 17th day of January, 1950, by and between
Paul W. Foote and Mary Louise Clark Foote, 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 ----- Twenty-one
Hundred and no/100 ----- Dollars (\$ 2100.00), 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 37 $\frac{1}{2}$ feet of Lot 9 and the North one-half of Lot 10, in Block 3,
in Haskell Place, 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 secured is subordinate to a ----- First Mortgage Loans
hereinafter referred to as "prior instrument" given by Paul W. Foote and Mary Louise Clark Foote, his wife
to CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION ----- dated January 17, ----- 1950,
covering an indebtedness in the original principal sum of \$7400.00 and recorded as Book ----- Page ----- of the
Office of the Registrar of Deeds of Douglas County, Kansas.

18. ----- Hereby instrument of such type and character 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 entitled 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 depletion 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 hereby secured 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 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.

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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.