

SECOND MORTGAGE

4020
(No. 47)

BOOK 97

P. J. Douglas, Pub. of Legal Blanks, Lawrence, Kan.

This Indenture, Made this 1-st day of March 1950

between Joseph Edward Spradlin and Rita Ruth Spradlin, his wife
of Douglas County, in the State of Kansas of the first part, and
Martin H. Andrews and Phillis V. Andrews, his wife
of Wyandotte County, in the State of Kansas, of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Eight Hundred (\$800.00) DOLLARS,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto
said part 1st of the second part, their heirs and assigns, all the following described Real Estate,
situated in the County of Douglas and State of Kansas, to-wit:

Lot Four (4) Block Eight (8) in Lane Place an addition to the
City of Lawrence, Douglas County, Kansas

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and
appurtenances thereunto belonging, or in anywise appurtenant forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said
parties of the first part have this day executed and delivered

one certain promissory note to said part 1st of the second part, for the sum of
Eight Hundred (\$800.00) DOLLARS,
bearing even date herewith, payable at First National Bank Lawrence, Ks.

Kansas, in equal installments, of Fifteen (\$15.00) DOLLARS
each, the first installment payable on the 1-st day of April 1950 (the second
installment on the 1-st day of May 1950, and one installment on the 1-st
days of June and each month thereafter, until the entire sum is fully paid.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$ 2600
with interest thereon at the rate of 6 per cent, payable monthly annually, now if default shall be made in the payment
of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable
according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and
the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the
amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of
ten per cent, from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall
be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part
thereof, then all unpaid installments shall become immediately due and payable, at the option of the part 1st of the second part
or the legal holder of said note and shall draw interest at the rate of ten per cent, per annum from the date of said note until fully paid.
Appraisement waived at option of mortgagee.

Now if said parties of the first part

shall pay or cause to be paid to said part 1st of the second part, their heirs or assigns, said sum of money in the above
described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be
wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof,
or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed
and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is
not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said
part 1st of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part 1st of the first part, for themselves and their heirs, do hereby covenant to and with
the said part 1st of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said
premises, and have good right to sell and convey the same, that said premises are free and clear of all encumbrances.

except one first mortgage to The Lawrence Bldg. and Loan, Lawrence, Ks.

and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said
premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said part 1st of the first part has hereunto set their hands the day and
year first above written.

ATTEST:

Joseph Edward Spradlin
Rita Ruth Spradlin

STATE OF KANSAS,

Douglas

County,) SS.

Be it Remembered, That on this 1-st day of March A. D. 1950before me, M. E. Kelly, a Notary Publicin and for said County and State, came Joseph Edward Spradlin and
Rita Ruth Spradlin, his wifeto me personally known to be the same person who executed the within instrument of
writing and duly acknowledged the execution of the same.IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on
the day and year last above written.My Commission Expires February 14 1953

M. E. Kelly
Notary Public.

Recorded March 2, 1950 at 11:18 P. M.

Harold A. Beck Register of Deeds