

40690 BOOK 98

SECOND MORTGAGE

(No. 40)

F. J. Boyles, Pub. of Legal Blank. Lawrence, Kan.

This Indenture, Made this 10th day of December 1949

between Earl M. Pippert and Myrtle E. Pippert, husband and wife

of Douglas County, in the State of Kansas of the first part, and
Lee Colman

of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Two Hundred Thirty DOLLARS,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto
said part Y of the second part, his heirs and assigns, all the following described Real Estate,
situated in the County of Douglas and State of Kansas, to-wit:

South Eight (8) East of Lot Four (4), and Lot Five (5) in
Block One Hundred Eight One (181), City of Eudora

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

Earl M. & Myrtle E. Pippert have this day executed and delivered

one certain promissory note to said part Y of the second part, for the sum of

Two Hundred Thirty DOLLARS,
bearing even date herewith, payable at his store in Eudora,

Kansas, in equal installments, of Ten or more DOLLARS

each, the first installment payable on the 10 day of December 1949, the second

installment on the 10 day of January 1950, and one installment on the 10th

days of each month max thereafter in each year 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 \$350.00
with interest thereon at the rate of included per cent. payable 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 party Y 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.
Appraisal waived at option of mortgagee.

Now if said Earl M. & Myrtle E. Pippert

shall pay or cause to be paid to said part Y of the second part, his 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 Y of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with
the said party Y 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 the aforesaid mentioned mortgage

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 hand the day and
year first above written.

ATTEST:

Earl M. Pippert
Myrtle E. Pippert