

SECOND MORTGAGE

(Sec. 10)

BOOK 69
F. J. Boyer, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 26 day of November 1930
between Dale L. Clinton and Dorothy Clinton, his wife
of Douglas County, in the State of Kansas of the first part; and
Carl B. Shurtz and Mary Shurtz, his wife
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 Thousand (\$2000.00) DOLLARS,
the receipt of which is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto said parties
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 No. Sixteen (16) in Block Seven (7), in Mackell Place in
Addition to the City of Lawrence

TO HAVE AND TO HOLD THE SAME. Together with all and singular the tenements, hereditaments and appur-
tenances therunto belonging, or in anywise appertaining 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 parties of the second part, for the sum of
Two Thousand (\$2000.00) DOLLARS

bearing even date herewith, payable at Lawrence
Kansas, in equal installments of one DOLLARS
each, the first installment payable on the 1 day of January, 1931, the second
installment on the 1 day of February, 1931, and one installment on the
days of March and April 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 \$ 1200.00
with interest thereon at the rate of 6 per cent. payable annually, now if default shall be made in the payment of the
amount secured by said first mortgage or of 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 said 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 parties 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 parties 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 sum 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
parties 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 parties of the second part, executors, administrators and 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 above mentioned first 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 parties of the first part have hereunto set their hands and the day and
year first above written.

ATTEST:

Dale L. Clinton
Dorothy Clinton

STATE OF KANSAS,
Douglas County

Be It Remembered, That on this 26 day of November, A. D. 1930
before me, the undersigned, a Notary Public

in and for said County and state, came, Dale L. Clinton and
Dorothy Clinton, his wife

to me personally known to be the same persons 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.

Harold G. Beck
Notary Public

My Commission Expires July 7, 1932

Recorded November 8, 1930 at P. M.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien
thereby created discharged. As Witness my hand this third day of February 1931

Mary Shurtz
Carl B. Shurtz

This release
was written
on the original
mortgage
this 3 day
of February
1931
Harold G. Beck
Reg. in 1930
Charles J. Decker
Deputy