

SECOND REAL ESTATE MORTGAGE

357-2

Crane & Co., Topeka, Kansas

THIS INDENTURE, Made this 20th day of February, in the year of our Lord one thousand nine hundred and Fifty-three, between Gailey A. Whitney and Fern C. Whitney, his wife in the County of Lyon and State of Kansas, of the first part, and J. R. Noel of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifty-four Hundred and No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: Lots 201, 203 and 205, on Ohio Street in the City of Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Gailey A. Whitney and Fern C. Whitney, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except two certain mortgages recorded in Book 95, Mfgs. page 500, and Book 97 Mfgs. page 606, Register of Deeds office Douglas County, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a

Mortgage to secure the payment of the sum of Fifty-four Hundred and No/100 DOLLARS, according to the terms of One installment certain promissory note this day executed by the said Gailey A. Whitney and Fern C. Whitney to the said party of the second part, said note being given for the sum of Fifty-four Hundred and No/100 DOLLARS, the terms of one installment note dated February 20, 1953, due and payable in accordance with said note

with interest thereon from the date thereof until paid, according to the terms of said note. And this conveyance shall be void if such payments be made as in said note. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Fifty-four Hundred DOLLARS, in some insurance company satisfactory to said mortgagee. In default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part, and it shall be lawful for the party of the second part, his executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law—appraisal hereby waived or not, at the option of the party of the second part, his executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year first above written. Signed and delivered in presence of Gailey A. Whitney (Seal) Fern C. Whitney (Seal)

State of Kansas, Lyon County, ss.

BE IT REMEMBERED, That on this day of February, A.D. 1953, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Gailey A. Whitney and Fern C. Whitney, his wife, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal, on the day and year last above written. E. W. Daniels Notary Public

(My commission expires Sept. 10th, 1953)