

50541 BOOK 105

SECOND MORTGAGE

(No. 11)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 11th day of August 1953

between William R. Harrell, an unmarried man

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

Francis L. Ketter and Elizabeth P. Ketter, husband and wife

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

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Three Thousand Fifty and no/100 (\$3,050.00) DOLLARS, the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part 1 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:

The South 45 feet of East One Hundred Fifty-five (155) on Connecticut Street in the City of Lawrence.

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

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said William R. Harrell, an unmarried man, has this day executed and delivered one certain promissory note to said part 1 of the second part, for the sum of Three Thousand Fifty and no/100 (\$3,050.00) DOLLARS bearing even date herewith, payable at Lawrence, Kansas, in equal installments of \$15.00 DOLLARS

each, the first installment payable on the first day of October, 1953, and the second installment on the first day of January, 1954, and one installment on the first day of February, 1954, when a sum of \$2,000.00 will be paid, and the sum of \$1,050.00 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 \$11,111.11, with interest thereon at the rate of 6 per cent, payable 1/12 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 notes 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 part 1 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 William R. Harrell, an unmarried man, shall pay or cause to be paid to said part 1 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 1 of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part 1 of the first part, for himself and his heirs, does hereby covenant and bind with the said part 1 of the second part, executors, administrators and assigns, that he is lawfully seized in fee of said premises, and has good right to sell and convey the same, that said premises are free and clear of all encumbrances, except for a certain first mortgage in favor of the Lawrence Building & Loan Association, Lawrence, Kansas in the original sum of \$3,250.00, dated August 1953 and recorded August 1953 in Book at page in the office of the Register of Deeds, Douglas County, Kansas.

and that he will, and his 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 1 of the first part has hereunto set his hand the day and year first above written.

ATTEST:

William R. Harrell

STATE OF KANSAS,

Douglas

County



Be It Remembered, That on this 11th day of August A. D. 1953

before me, Eugene L. Doane

a Notary Public

in and for said County and state, came William R. Harrell, an unmarried man

to 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 January 29, 1955

Eugene L. Doane  
Notary Public

This release was written on the original mortgage

entered this 20th day of August 1953

Harold A. Beck  
Register of Deeds  
Douglas County

Recorded October 13, 1953 at 9:37 A. M.

RELEASE

Harold A. Beck Register of Deeds

The not herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 14th day of April, 1954.

Attest: Warner Hall Jr.  
Charles R. Church

Francis L. Ketter  
Elizabeth P. Ketter