

53535 BOOK 107

SECOND MORTGAGE

(No. 19)

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

This Indenture, Made this 5th day of October 1953between Lester Harold Stewart, an unmarried manof Lawrence, Douglas County, in the State of Kansas of the first part, andEugene L. Doane and Doris R. Doane, husband and wife, as Joint Tenants
with right of survivorship and not as tenants in common
of Lawrence, Douglas County, in the State of Kansas, of the second part:Witnesseth, That the said part y of the first part, in consideration of the sum ofTwo Hundred Fifty and no/100 (\$250.00)----- DOLLARS,
the receipt of which is hereby acknowledged, do as by these presents grant, bargain, sell and convey unto said part ies
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:Lots Fourteen (14) and Fifteen (15) in Block Two (2) in Homewood Gardens,
a Suburban Addition near the City of LawrenceTO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurte-
nances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said

Lester Harold Stewart, an unmarried man ha s this day executed and delivered
one certain promissory note to said part ies of the second part, for the sum ofTwo Hundred Fifty and no/100 (\$250.00)----- DOLLARS
bearing even date herewith, payable at their office in Lawrence,Kansas, in equal installments of Twenty-five and no/100 (\$25.00)----- DOLLARS
each, the first installment payable on the 5th day of October 1958, the secondinstallment on the 5th day of November 1958, and successing installments
of Twenty-five and no/100 (\$25.00) Dollars on the 5th day of 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 \$1,350.00,
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 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 part ies 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 Lester Harold Stewart, an unmarried manshall pay or cause to be paid to said part ies 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 ies of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.And the said part y of the first part, for himself and for his heirs, do as hereby covenant to and with
the said part ies of the second part, executors, administrators and assigns, that he is lawfully seized in fee of said
premises, and ha s good right to sell and convey the same, that said premises are free and clear of all encumbrances, except a
first mortgage to the Lawrence Building and Loan Association, Lawrence,
Kansas in the original sum of \$1,350.00 dated October 5, 1953and 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 y of the first part ha s hereunto set his hand the day and
year first above written.

ATTEST:

Lester Harold Stewart

STATE OF KANSAS,

Douglas CountyBe It Remembered, That on this 5th day of October A. D. 1953before me, the undersigned, a Notary Publicin and for said County and state, came Lester Harold Stewartto 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 Oct - 50 1954

Notary Public

Recorded September 27, 1954 at 4:27 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 27th day of September 1954.Eugene L. Doane
Doris R. DoaneHarold A. Beck Register of Deeds.