

46812 BOOK 102

SECOND MORTGAGE

(No. 41)

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

This Indenture, Made this 6th day of May 1952

between Dwight L. Sickles and Shirley Sickles, husband and wife

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

Glenn L. Kappelman and Eugene L. Doane

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

Eight Hundred Thirteen and 5/100 (\$813.05)----- DOLLARS,  
 the receipt of which is hereby acknowledged, do 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:

The West Half of Lot No. Five (5) in Block No. Nine (9) in  
 Lane's First Addition, an Addition to the City of Lawrence, in  
 Douglas County, Kansas.

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

Dwight L. Sickles and Shirley Sickles, husband and wife have this day executed and delivered  
 one certain promissory note to said parties of the second part, for the sum of

Eight Hundred Thirteen and 5/100 (\$813.05)----- DOLLARS

bearing even date herewith, payable at their office at 6 East 8th Street, Lawrence, Kansas  
 Kansas, in equal installments of Ten (\$10.00)----- DOLLARS

each, the first installment payable on the 1st day of June 1952, the second

installment on the 1st day of July 1952, and succeeding installments  
 of Ten (\$10.00) dollars each 1st 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 \$8950.00  
 with interest thereon at the rate of 4 3/4 per cent, payable monthly, 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 party 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 Dwight L. Sickles and Shirley Sickles, husband and wife

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 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  
 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 for 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 for  
 a certain Mortgage to the Capitol Federal Savings and Loan Association in  
 the original amount of \$8950.00, dated January 16, 1952 and recorded  
 January 17, 1952 in Book 101 of Mortgages, page 291-3.

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 the day and  
 year first above written.

ATTEST:

Dwight L. Sickles  
 Shirley Sickles