

"MAINLY LEGAL BLANKS"

FORM NO. 244-AF

MAJLY OFFICE SUPPLY CO., PRINTERS-OKLA. CITY

(ORDER BY NUMBER)

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Second Mortgage of Real Estate

53582 BOOK 107

THIS INDENTURE, Made this 30th day of September A. D. 1954

between L. W. Seagondollar and his Wife, Winifred
Seagondollar

of Douglas County in the State of Kansas

of the first part and R. W. Smilie and Margaret Smilie,
husband and wife, as joint tenants and not as tenants
in common with full rights of survivorship

of Oklahoma County in the State of Oklahoma
of the second part:

Witnesseth, That said parties of the first part in consideration of the sum of

---Two Thousand and No/100---

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, situate in

Douglas County and State of Kansas to-wit:

---LOT FIVE (5) of Mitchell Addition to the City of Lawrence, Kansas---

To Have and to Hold the Same, together with all and singular the tenements, hereditaments and appurtenances there-
unto belonging, or in anywise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date
herewith: for the sum of Two Thousand Dollars (\$2,000.00) payable in equal installments
of five hundred dollars each first installment due Dec. 1, 1955, next Dec. 1 1956,
next Dec. 1, 1957 and Dec. 1, 1958.

made to R. W. Smilie and Margaret Smilie, as joint tenants or order payable

at 3004 NW 24th St. Oklahoma City, Oklahoma with 5 1/2 per cent. interest

per annum from date, payable semi-annually, and signed by first parties

Said first parties hereby covenant that they are owners in fee simple of said premises

and that they are free and clear of all incumbrances, EXCEPT one first mortgage dated 5-1954 upon above

described real estate in the sum of \$11,500.00 with interest thereon at the rate of

6 per cent in favor of Douglas Co. Building & Loan Association of Lawrence, Kansas

That they have good right and authority to convey and incumber the same and they warrant

and will defend the same against the lawful claims of all persons whose ver. Said first parties agree to insure

the buildings on said premises in the sum of sufficient to satisfy first mortgage holder

insurance during the existence of this mortgage and to pay all taxes and assessments lawfully assessed against said premises before

delinquent, and will pay all sum or sums that may become due under any prior mortgage or mortgages and will pay any other claim

or lien against said property, and will pay any other sum or sums that may become due the mortgagee on account of abstracting,

insurance or material furnished or labor done by the mortgagee on said premises.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any pro-

ceedings shall be taken to foreclose the same as herein provided, the mortgagor will pay to the said plaintiff

Dollars as attorney's or solicitor's fees therefor, in addition to all other statu-

tory fees, said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and

lien upon said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in

any judgment or decree rendered in any action as aforesaid, and the lien thereof enforced in the same manner as the

principal debt hereby secured.

Now, if said first parties shall pay or cause to be paid to the said second party, or assigns the amount 5 due on the above

described note, together with interest thereon and shall make and maintain such insurance and pay such taxes and assess-

ments and shall pay the payments due on any prior mortgages, and shall pay any other claims and demands or liens against said

property, then these presents shall be wholly discharged and void, otherwise remain in full force and effect. If such insurance is

not effected and maintained, or if taxes are not paid before delinquent, or if the sums due on prior mortgages, liens or accounts are

not paid, the mortgagee may pay such sum or sums and shall be allowed interest thereon at the rate of 6 per cent. per

annum, until paid, and this mortgage shall stand as security for such payments, and if said sum or sums of money, or any part

thereof, are not paid when due, or if such insurance is not effected and maintained, or taxes or assessments are not paid before

delinquent or payments due on prior mortgages, liens, claims or demands are not paid, the holder of said note and this mort-

gage may elect to declare the whole sum or sums, with interest thereon, due and payable at once and proceed to collect said debt,

including attorney's fees, and to foreclose this mortgage, and shall be entitled to have a receiver appointed to take charge of said

property during the pendency of such litigation and to collect the rents from said property during the pendency of said litigation.

Said first parties waive notice of election to declare the whole debt due as above stated.

In Witness Whereof, the said parties have hereunto set their hands the day and year first above written.

L. W. Seagondollar
Winifred Seagondollar

STATE OF KANSAS SS: INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Douglas Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of

September, 1954, personally appeared L. W. Seagondollar and his Wife,

Winifred Seagondollar

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me

that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires October 30, 1954 JOE D. Dwyer Notary Public.

recorded October 1, 1954 at 2:15 P.M.

for release see book 107, page 4m.

Norrell A. Beck Clerk of the S.