60355 Book 113 1 OND MORTGAGE F. J. Boyles. Publisher of Legal Blanks, Laws -19 56 This Indenture, Made this 23rd _day of __July between L. Willard Shankel and Isabelle G. Shankel, his wife of Douglas County, in the State of Kansas ___ of the first part, and Ledrue G. Carter and Helen B. Carter, his wife of Douglas ' County, in the State of Kansas, of the second part: Witnesseth. That the said part 10.8 _____ of the first part, in consideration of the sum of Three Thousand and no/100 (\$3,000.00) - - - - - - - - - - - DOLLARS, the receipt of which is hereby acknowledged, do _____by these presents grant, bargain, sell and convey unto said part 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: Lot 10, Block 9 in Hillcrest Addition, an addition to the City of Lawrence. TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurt-nances thereunto belonging, or in anywise appertaining forever; PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said . Willard Shankel and Isabelle G. Shankel, his be we this day executed and delivered bearing even date herewith, payable at Lawrence Building & Loan Association, Lawrence, Ks Ransas, in equal installments of Thirty-two and 56/100 (\$32.56) - - - - - - DOLLARS by Long tomber 19 56 and succeeding installments on 19 year the formation of the second 19 year the formation of the second of t each, the first installment payable on the first day of September installment on the 1st day of October a first day of each succeeding month in each year thereafter, until the entire sum is fully paid. Whereas, this mortgage is made subject to one first mortgage pap the above described real estate, for the sum of \$13,000.000 with interest thereon at the rate of 52.8 per cent, payable 1/10 nnually, 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 in 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 ahall be secured hereby and shall draw interest, and the amount, so paid shall be added to the amount secured by this mortgage and note due and payable according the time of said payment, and he may deciare 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 of the second part or the legal holder of said note and shall dway interest at the rate of ten per cent, per annum from the due of said note until fully paid. Appresiment waived at option of mortgage. mement waived at order of mortages. Now if and L. Willard Shankel and Isabelle G. Shankel, his wife ond part, executors, administrators and assigns, that they are premises, and ha V9 good right to sell and convey the same, that said premises are free and clear of all encumbrances. Shoep a first mortgage, to The Capitol Federal Savings and Loan Association, Lawrence, Kansas in the original sum of \$13,000.00 dated July 23, 1956 ad that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said unless against the lawful claims and demands of all persons whomsoever. In Witness Whoreof, The said part 166 of the first part ha vo hereusto set their hand the day and af fragabors written. Arreat: Tsabelle G. Shankel

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