Reg. no. 11,621
Fee paid $3.75

SECOND MORTGAGE Book 111 (No. 101) F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,** Made this 7th day of December 1954 between Thomas G. McMinn and Wilma L. McMinn, his wife of Douglas County, in the State of Kansas of the first part, and Eugene L. Doane and Farrell L. Hibner 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 One Thousand Five Hundred Fifty ($1,550.00) 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:

Lot number One Hundred Fifty One (151) on Illinois Street, in the City of Lawrence, 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 Thomas G. McMinn and Wilma L. McMinn, his wife have this day executed and delivered one certain promissory note to said parties of the second part, for the sum of Fifteen Hundred and Fifty and no/100 ($1550.00) DOLLARS bearing even date herewith, payable at Lawrence, Kansas, in equal installments of Twenty and no/100 ($20.00) DOLLARS each, the first installment payable on the 1st day of January 1955, the second installment on the 1st day of February 1955 and succeeding installments on the 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 $ 8,450.00 with interest thereon at the rate of 4½ per cent. payable 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 parties 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 Thomas G. McMinn and Wilma L. McMinn, his 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 a first mortgage to the Capitol Federal Savings and Loan Association in the original sum of $8,450.00

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:

Thomas G McMinn
Thomas G. McMinn
Wilma L McMinn
Wilma L. McMinn

STATE OF KANSAS, Douglas County } ss.

**Be It Remembered,** That on this 7th day of December A. D. 1954 before me the undersigned, a Notary Public in and for said County and state, came Thomas G. McMinn and Wilma L. McMinn his wife to me personally known to be the same persons 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.

FRANK FOX NOTARY PUBLIC DOUGLAS COUNTY, KS.

My Commission Expires July 7 1956

Frank Fox
Frank Fox, Notary Public

This release was written on the original mortgage entered this 23 day of April 1964
Harold A Beck
Reg. of Deeds
By Janie Reem
Deputy

Recorded October 24, 1955 at 1:50 P.M. Harold A Beck Register of Deeds

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 22nd day of April 1964

The Home Owners' Investment Company, Inc.
John B. Harris, President
(Corp Seal)
Lois Dean Rockhold, Secretary-Treasurer