

59285 Book 112

SECOND MORTGAGE

(No. 40)

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This Indenture, Made this 10th day of January 1956between Earl R. Hurley and Winifred Hurley, his wifeof Douglas County, in the State of Kansas of the first part, andGlenn L. Kappelmanof 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

Six Hundred Twenty Seven and 45/100 (\$627.45) ----- DOLLARS,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y
of the second part, his heirs and assigns, all the following described Real Estate, situated in the County
of Douglas and State of Kansas, to-wit:The North 50 feet of the following described tract: Beginning at a point on the West
line of Kentucky Street extended South from the Southeast corner of Block No. Seven (7)
in Babcock's Addition to the City of Lawrence, a distance of 490 feet; thence South a-
long said extended West line of Kentucky Street 150 feet; thence due West 125 feet;
thence North parallel to said West line of Kentucky Street 150 feet; thence due East to
the point of beginning, all in the City of Lawrence

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

Earl R. Hurley and Winifred Hurley, his wife have this day executed and delivered
one certain promissory note to said part Y of the second part, for the sum ofSix Hundred Twenty Seven and 45/100 (\$627.45) ----- DOLLARSbearing even date herewith, payable at his office, Lawrence,Kansas, in equal installments of Eleven and no/100 (\$11.00) ----- DOLLARSeach, the first installment payable on the 1st day of March 1956, the second
installment on the 1st day of April 1956, and ~~the installment on the 1st day of May 1956~~ successing installments on
the first 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 \$ 8,100.00
with interest thereon at the rate of 4 1/2 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 part Y 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 Earl R. Hurley and Winifred Hurley, his wife
shall pay or cause to be paid to said part Y of the second part, his 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 Y 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 their heirs, do hereby covenant to and with
the said part Y 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 two
prior mortgages to The Capital Federal Savings and Loan Association in the total ori-
ginal sum of \$8,100, both mortgages dated August 11, 1949, and recorded August 19, 1949,
in Book 96, Page 165, in the office of the Register of Deeds, Douglas County, Kansasand 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:

Earl R. Hurley

Winifred Hurley