

60049

Book 112

SECOND MORTGAGE

(No. 40)

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This Indenture, Made this 10th day of March 1956between Roy L. Gorden and Edith N. Gorden, his wifeof Douglas County, in the State of Kansas of the first part, and
Glenn L. Kappelmanof Douglas County, in the State of Kansas, of the second part:Witnesseth, That the said part 1st of the first part, in consideration of the sum ofOne Thousand eight hundred twenty five and 58/100 (\$1,825.58) - - - - - DOLLARS,
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party
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:Lot Four (h) in Block Seven (7) in Sunset HillEstate Subdivision, in the City of LawrenceTO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurte-
nances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said

Roy L. Gorden and Edith N. Gorden, his wife ha ve this day executed and delivered
one certain promissory note to said part y of the second part, for the sum ofOne Thousand eight hundred twenty five and 58/100 (\$1,825.58) - - - - - DOLLARSbearing even date herewith, payable at his office, Lawrence,Kansas, in equal installments of Twenty three and 50/100 (\$23.50) - - - - - DOLLARSeach, the first installment payable on the 1st day of April 1956 the second
installment on the 1st day of May 1956, and successing installments
on the 1st day of each monththereafter, 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 \$ 9,100.00
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.
Appraisement waived at option of mortgagee.Now if said Roy L. Gorden and Edith N. Gorden, his wifeshall 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 party of the second part, executors, administrators and assigns, that he is lawfully seized in fee of said
premises, and has a good right to sell and convey the same, that said premises are free and clear of all encumbrances, except a
certain mortgage to Capitol Federal Savings and Loan Association, Topeka, Kansas, in the
original sum of \$9,100.00and 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 part 1st of the first part ha ve hereunto set their hands the day and
year first above written.

ATTEST:

Roy L. Gorden
Roy L. GordenEdith N. Gorden
Edith N. Gorden