

61203

Book 11h

SECOND MORTGAGE

(No. 49)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 2th day of November 1956

between Lyle W. Cobb and Larane Cobb, his wife
of Douglas County, in the State of Kansas of the first part, and
Doe L. Brown and Lydia M. Brown, his wife as joint tenants with right of survivorship and
not as tenants in common
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 Eighty-eight and 99/100 (\$1,588.99) DOLLARS,
the receipt of which is hereby acknowledged, do hereby 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:

Beginning on the East side of Ohio Street at a point 299 feet West and 223.5 feet
South of the Southeast corner of Lot Seven (7), in Block Four (4), in Babcock's
Addition to the City of Lawrence; thence South on the East line of Ohio Street 50 feet;
thence East 174 feet; thence North 50 feet; thence West 174 feet to the place of be-
ginning, reserving 8 feet along the East side of said tract for the West half of an
Alley, in the City of Lawrence

TO 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
Lyle W. Cobb and Larane Cobb, his wife have this day executed and delivered
one certain promissory note to said parties of the second part, for the sum of

One Thousand Five Hundred Eighty-eight and 99/100 (\$1,588.99) DOLLARS
bearing even date herewith, payable at their office in Lawrence, Kansas

Kansas, in equal installments of Eleven and no/100 DOLLARS
each, the first installment payable on the 1st day of December 1956 the second
installment on the 1st day of December 1957 and succeeding installments on
the first day of each and every month in each year 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 \$6,600.00
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 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 it said, Lyle W. Cobb and Larane Cobb, 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 notes 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
mortgage to Capitol Federal Savings and Loan Association, Topeka, Kansas in the original
sum of \$6,600.00, dated September 26, 1953 and recorded September 29, 1953 in Book 105,
page 177 in the office of the Register of Deeds, Douglas County, Kansas

and that they, 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:

Lyle W. Cobb

Larane Cobb

For Assignment of Mortgage see Book 148 Page 578
For Release see Book 148 Page 448
For Assignment of Mortgage see Book 126 Page 535
For Assignment of 2nd Mortgage see Book 128 Page 271