

61258 Book 114

SECOND MORTGAGE

(Ind. 11)

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

This Indenture, Made this 9th 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

Eugene L. Doane and Glenn L. Kappelman

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

Eight Hundred Twenty-three and 96/100 (\$823.96) 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:

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 17 1/2 feet; thence North 50 feet; thence West 17 1/2 feet to the place of beginning, 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 appurtenances 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

Eight Hundred Twenty-three and 96/100 (\$823.96) DOLLARS

bearing even date herewith, payable at their office in Lawrence, Kansas

Kansas, in equal installments of ~~XXXX~~ Five and no/100 (\$5.00) DOLLARS

each, the first installment payable on the 1st day of December 1956, the second installment on the 1st day of January 1957, and ~~successing 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 if 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 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 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, at page 177 in the office of the Register of Deeds, Douglas County, Kansas and a mortgage to Des L. Brown and Lydia M. Brown, his wife in the original sum of \$1588.99 dated November 9, 1956 and recorded November 9, 1956 in the office of the Register of Deeds, Douglas County, Kansas

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:

Lyle W. Cobb

Larane Cobb

For Assignment of Mortgage See Book 124 Page 372