

62804

BOOK 115

SECOND MORTGAGE

(No. 10)

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

This Indenture, Made this 15th day of March 1955Between Leo B. Wenger and Jo Ann Wenger, his wifeof Lawrence, Douglas County, in the State of Kansas, of the first part, and
Eugene W. Haley and Eugene L. Doaneof Lawrence, Douglas County, in the State of Kansas, of the second part:Witnesseth, That the said part ies of the first part, in consideration of the sum ofFour Hundred Eleven and 40/100 (\$411.40)----- 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:The East 88 feet of Lot Six (6) in Block Eleven (11) in Haskell Place, 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

Leo B. Wenger and Jo Ann Wenger, his wife have this day executed and deliveredone certain promissory note to said part ies of the second part, for the sum ofFour Hundred Eleven and 40/100 (\$411.40)----- DOLLARSbearing even date herewith, payable at their office in Lawrence,Kansas, in equal installments of Ten and no/100 (\$10.00)----- DOLLARSeach, the first installment payable on the 15th day of April, 1955, thence
and succeeding installments on the 15th day of each and every 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 \$ 8,850.00
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 ies 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 Leo B. Wenger and Jo Ann Wenger, his wifeshall pay or cause to be paid to said part ies 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 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 Capitol Federal Savings and Loan Association, Topeka, Kansas in the
original sum of \$8,850.00, dated March 3, 1955 and recorded March 12, 1955, in Book 108,
at Page 537-9, 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 whatsoever.In Witness Whereof, The said parties of the first part have hereunto set their hands the day and
year first above written.

ATTEST:

Leo B. Wenger
Jo Ann Wenger

STATE OF KANSAS,

Douglas County } ss.Be It Remembered, That on this 15th day of March, A. D. 1955before me, Glenn L. Kappelman, a Notary Publicin and for said County and state, came Leo B. Wenger and Jo Ann Wenger,
his wifeto 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.My Commission Expires January 24, 1959Glenn L. Kappelman
Notary Public

Recorded June 5th, 1957 at 4:45 P.M.

Harold A. Beck, Register of Deeds
By: Marie Wilson Deputy

RELEASE.

This release was written on the original mortgage, signed by the parties on May 19, 1957. Harold A. Beck, Register of Deeds, Douglas County, Kansas.