

SECOND

65422

BOOK 118

MORTGAGE

16-2-T. W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 26th day of February A. D. 1958
between Glenn E. Turner and Rena Z. Turner, his wife,
of Douglas County, in the State of Kansas, of the first part
and Schuyler C. Sweezey
of Franklin County, in the State of Kansas, of the second part:
WITNESSETH, That said parties of the first part, in consideration of the sum of three
thousand and no/100 (\$3,000.00) and no 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 Douglas County, and State of Kansas to wit:

Lot one, Block three, Lane Place, City of Lawrence, Kansas

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument
they are the lawful owners of the premises above granted, and seized of a good
and indefeasible estate of inheritance therein, free and clear of all incumbrances except a certain
first mortgage and that they will warrant and defend the same against all
claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining, forever.

Said party of the first part hereby agree to pay all taxes assessed on said premises before any pen-
alties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee
in the sum of three thousand and no/100 (\$3,000.00) DOLLARS
in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said
Glenn E. Turner and Rena Z. Turner, his wife,

have this day executed and delivered their certain promissory note in writing to said part
of the second part, of which the following is a copy:

\$3,000.00

February 26, 1958

One year after date we promise to pay to the order of Schuyler C. Sweezey three thousand
and no/100 (\$3,000.00) dollars, with interest at the rate of seven and one-half (7 1/2)
per cent per annum from date until paid. Payable at Ottawa, Kansas, and if not
punctually paid when due, the interest shall become a part of the principal and bear
interest at the same rate. For Value Received.

This note is secured by a second mortgage on certain real estate in Douglas County,
Kansas.

NOW, If said parties of the first part shall pay or cause to be paid to said party 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 dis-
charged 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, or 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 insurance premiums are not paid when due, then the
whole of said sum and sums, and interest thereon, shall, and by these presents become due and payable at the
option of the holder hereof, and said party of the second part shall be entitled to the possession of said
premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their
hands the day and year first above written.

Glenn E. Turner
Rena Z. Turner

STATE OF KANSAS, Douglas COUNTY,
BE IT REMEMBERED, That on this 27th day of March A. D. 1958 before me,
the undersigned, a notary public
Glenn E. Turner and Rena Z. Turner, his wife
who are personally known to me to be the same persons who executed the within instrument of writ-
ing, and such persons duly acknowledged the execution of the same.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal, the day and year last above written.
Commission Expires Feb. 26, 1960, 19
Delbert Richardson
Notary Public.



Karol A. Beck Register of Deeds