

67455

BOOK 119

SECOND MORTGAGE

(No. 119)

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

This Indenture, Made this 15th. day of October 19 58

between Gordon M. Brown and Beth N. Brown, his wife

of Douglas County, in the State of Kansas of the first part, and

Eugene L. Doane and Doris R. Doane, 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

Two Thousand Five Hundred Sixty and 25/100 (\$2,560.25)----- 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 One-Half of Lot Number Twenty (20), in Block Number One (1), in Southwest
 Addition, an Addition to 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

Gordon M. Brown and Beth N. Brown, his wife have this day executed and delivered
 one certain promissory note to said parties of the second part, for the sum of

Two Thousand Five Hundred Sixty and 25/100 (\$2,560.00)----- DOLLARS

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

Kansas, in equal installments of Fourteen and no/100 (\$14.00)----- DOLLARS

each, the first installment payable on the first day of November 19 58, the second

installment on the first day of December 19 58, and succeeding installments on
~~the same 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 \$ 2,100.00
 with interest thereon at the rate of 5 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 Gordon M. Brown and Beth N. Brown, 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
 first mortgage to Capitol Federal Savings and Loan Association, Topeka, Kansas in the
 original sum of \$2,100.00, dated June 30, 1958 and recorded July 5, 1958 in Book 118, at
 Pages 541-542 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:

Gordon M. Brown
 Gordon M. Brown
 Beth N. Brown
 Beth N. Brown

The assignment of mortgage on Book 118 page 541-542
 for Douglas County, Kansas, is filed in Book 119 page 401