

67843

BOOK 120

SECOND
MORTGAGE

310-1

Crane & Co., Inc., Stationers, Office Outfitters, Legal Blank, Topeka, Kansas.

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THIS INDENTURE, Made this 22nd day of November, A. D. 1958,
 between Louis D. Raffety and Doris M. Raffety, husband and wife
 of Douglas County, in the State of Kansas, of the first part,
 and Douglas County State Bank, a Corporation
 of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One thousand 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 and its ~~assigns~~ assigns, all the following-described real estate, situated in Douglas
 County and State of Kansas, to wit:

Lot One (1) in Block Two(2) in University Terrace, 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
 parties of the first part
 have this day executed and delivered one certain promissory note in writing to said party of the
 second part, of which the following is a memorandum:

Amount of note \$1,000.00
 Date of note November 22, 1958
 Maturity of note January 15, 1959

This is a second mortgage and is subject to an existing first mortgage in the sum
 of \$800.00 dated August 23, 1958 and recorded in the office of the Register of
 Deeds of Douglas County, Kansas. Said first mortgage is in favor of Douglas County
 State Bank, Lawrence, Kansas.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, and its
~~assigns~~ 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, 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, 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.

Louis D. Raffety
Doris M. Raffety
 Louis D. Raffety
 Doris M. Raffety

State of Kansas, Douglas County, ss.
 BE IT REMEMBERED, That on this 22nd day of November, A. D. 1958, before me,
 the undersigned, a Notary Public in and for the County and State aforesaid,
 came Louis D. Raffety and Doris M. Raffety, husband and wife



who are personally known to me to be the same persons who executed the within instru-
 ment of writing, and such persons ~~are~~ duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial
 seal, the day and year last above written:

Term expires August 10 Chester G. Jones 1961 Notary Public.

Recorded November 24, 1958 at 9:35 A.M.

RECEIPT.

\$ 1,000.00

RECEIVED of Louis D. Raffety and Doris M. Raffety the within-named mortgagor, the sum of
 One thousand - and no/100 DOLLARS, in full satisfaction of the within Mortgage.

Attest: & Harold R. Scheve Cashier

Harold A. Beck Register of Deeds
By: Marie Wilson, Deputy
 January 8, 1959.

Douglas County State Bank
 By Chester G. Jones President

This release
 was written
 on the original
 mortgage

entered
 this 10th day
 of January
 1959

Harold A. Beck
 Reg. of Deeds
By: James French
 Deputy

(Corp. Seal)