

Reg. No. 16,535

Fee Paid \$5.00

76051

BOOK 127

SECOND MORTGAGE

(No. 49)

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

This Indenture, Made this February day of 1961
 between John D. MacCarthy and Gladys L. MacCarthy, husband and wife
 of Douglas County, in the State of Kansas of the first part, and
Maude E. Thuman
 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 (\$2,000.00) and no/100 DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party
 of the second part, her heirs and assigns, all the following described Real Estate, situated in the County
 of Douglas and State of Kansas, to-wit:
Lot Twelve (12) in Block Eight (8) of Cread Addition to the City of Lawrence,
according to the recorded Plat of said Addition,

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
John D. MacCarthy and Gladys L. MacCarthy, husband & wife have this day executed and delivered
one certain promissory note to said party of the second part, for the sum of
Two Thousand (\$2,000.00) and no/100 DOLLARS

bearing even date herewith, payable at the First National Bank of Lawrence, Kansas
 Kansas, in equal installments of Eighty-nine and 10/100 (\$89.10) DOLLARS
 each, the first installment payable on the 15th day of March 1961 the second
 installment on the 15th day of April 1961 and successing 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 \$16,000.00
 with interest thereon at the rate of 6 1/2 per cent, payable monthly ~~quarterly~~ 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 party Y of the second part of 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 John D. MacCarthy and Gladys L. MacCarthy, husband and wife,
 shall pay or cause to be paid to said party Y of the second part, her 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
 party 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 party Y 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 & Loan Association of Topeka, Kansas, in the
original sum of Sixteen Thousand dollars (\$16,000.00)

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 party ies of the first part ha ve hereunto set their hands the day and
 year first above written.

ATTEST:

John D. MacCarthy
 John D. MacCarthy

Gladys L. MacCarthy
 Gladys L. MacCarthy