

Reg. No. 16,748  
Fee Paid \$1.00

76851 BOOK 128

SECOND MORTGAGE

(No. 43)

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

This Indenture, Made this 10th day of May 1961between John D. Kessler and Ruby M. Kessler, his wifeof 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 survivor-  
ship and not as Tenants in Common  
of 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 of  
Four Hundred Forty-nine and 29/100 (\$449.29) DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part ies  
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:

Lot Seventy-one (71) on Arkansas Street in Block Nine (9) in that part of the City of  
Lawrence known as West Lawrence

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurte-  
nances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said  
John D. Kessler and Ruby M. Kessler, his wife have this day executed and delivered  
one certain promissory note to said part ies of the second part, for the sum of  
Four Hundred Forty-nine and 29/100 (\$449.29) DOLLARS,

bearing even date herewith, payable at his office in Lawrence, Kansas  
Kansas, in equal installments of Six and no/100 (\$6.00) DOLLARS  
each, the first installment payable on the 1st day of June 1961 and succeeding installments  
installment on the 1st day of July 1961 on the same day of each and every month  
~~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 \$10,150.00  
with interest thereon at the rate of 12 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 John D. Kessler and Ruby M. Kessler, his wife  
shall 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  
part ies of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part ies of the first part, for themselves and for their heirs, do hereby covenant to and with  
the said part ies of the second part, executors, administrators and assigns, that they are lawfully seized in fee of said  
premises, and ha ve good right to sell and convey the same, that said premises are free and clear of all encumbrances, except a  
first mortgage to Home Savings Association of Kansas City in the original sum of  
\$10,150.00, dated 5-29-59 and recorded 6-4-59 in Book 122, Page 163 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 part ies of the first part ha ve hereunto set their hand the day and  
year first above written.

ATTEST:

John D. Kessler  
Ruby M. Kessler  
Ruby M. Kessler