

76852 BOOK 128

SECOND MORTGAGE

(No. 41)

P. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 4th day of May 19 61

between Durand W. Guinn and Mildred J. Guinn, his wife
of Douglas County, in the State of Kansas of the first part, and
Eugene L. Doane and O. Warren Mitchell

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

Nine Hundred Four and no/100 (\$904.00) DOLLARS,

the receipt of which they 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:

Part of Lots 1, 2 and 19 in Block 5 in Park Hill Addition, an Addition to the City of Lawrence all more particularly described as follows: The West 20 feet of Lot 1 and the West 20 feet of the North Half of Lot 2 and all of Lot 19 except the following tract:

Commencing at a point on the Northwestern corner of Lot 19; thence Northeasterly 7.09

feet along the front or Northern boundary line of Lot 19; thence in a Southerly di-

rection along a radial line 125.73 feet to a pin located on the rear or Southern

boundary line of Lot 19, which is 5.50 feet Northeasterly of the Southwestern corner of

Lot 19; thence Southwesterly along the rear or Southern boundary line of Lot 19, 5.50

feet to the Southwestern corner of Lot 19; thence in a Northerly direction along the

Western boundary line of Lot 19, 126.10 feet to the point of beginning

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appur-

tenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said

Durand W. Guinn and Mildred J. Guinn, his wife ha ve this day executed and delivered

one certain promissory note to said parties of the second part, for the sum of

Nine Hundred Four and no/100 (\$904.00) DOLLARS

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

Kansas, in equal installments of One Hundred Thirteen (\$113.00) DOLLARS

each, the first installment payable on the 1st day of November 19 61 the second

installment on the 1st day of May 19 62, and successing installments on

the first day of each sixth 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 \$ 14,300.00

with interest thereon at the rate of 4 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 Durand W. Guinn and Mildred J. Guinn, 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 ha ve good right to sell and convey the same, that said premises are free and clear of all encumbrances, except a

certain mortgage to the Prudential Insurance Company of America in the original sum of

\$14,300.00 dated June 30, 1953 and recorded July 1, 1953 in Book 104, page 310 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 ha ve hereunto set their hands the day and

year first above written.

ATTEST:

Durand W. Guinn

Mildred J. Guinn