Reg. No. 16,881
Fee Paid $4.00

77387 BOOK 128

SECOND MORTGAGE (No. 49) F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 6th day of March 19 61 between Robert L. Elder and Johnny B. Ezell and Michael L. Jamison

of Douglas County, in the State of Kansas of the first part, and James C. Dyer and Teresa E. Dyer, husband and wife

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 One and no/100 ($1.00) and other valuable considerations 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:

Lot Fifteen (15), in Block Six (6), in Southridge Addition Number Two (2), an Addition to the City of Lawrence, Douglas County, Kansas

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 to said parties of the second part, for the sum of Fifteen hundred seventy-nine and no/100 ($1,579.00) DOLLARS bearing even date herewith, payable at Lawrence Kansas, in ~~equal~~ one installments of Fifteen hundred seventy-nine and no/100($1579.00) DOLLARS each, the ~~first~~ installment payable on the 8th day of October 19 61, ~~thereafter installment on the~~ xxxxxxxxx ~~day of~~ xxxxxxxxxxxxxxx ~~and one installment on the~~ xxxxxxxx ~~day of~~ xxxxxxxxxx ~~and~~ xxxxxxxxxx ~~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 $____ with interest thereon at the rate of ____ 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 parties of the first part 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 them and 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,

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:

Robert L. Elder
Robert L. Elder

Johnny B. Ezell
Johnny B. Ezell

Michael L. Jamison
Michael L. Jamison