

SECOND MORTGAGE

80447

BOOK 131

(No. 49)

The Allen Press, Lawrence, Kansas

This Indenture, Made this 12th day of May 1962  
between Oscar E. Bowen & his wife Thelma Bowen  
of Douglas County, in the State of Kansas of the first part, and  
of Harry A. Puckett  
of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Thousand and ten 10/100 (\$1010.00) DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part,  
his heirs and assigns, all the following described Real Estate, situated in the County of Douglas  
and State of Kansas, to-wit:

The West one Half of Lot no Twenty-four (24)  
on Ash St. in Simpson's Subdivision in that  
part of the city of Lawrence known as north  
Lawrence 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  
to said party of the second part, for the sum of One Thousand and ten 10/100 (\$1010.00) DOLLARS,  
bearing even date herewith, payable at 169 East St. Lawrence Kansas,  
in equal installments, of Fifty per mo. (50.00) DOLLARS  
each; the first installment payable on the 10th day of June 1962, the second  
installment on the 10th day of July 1962, and one installment on the 10th  
days of each and every mo. 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 \$1010.00  
with interest thereon at the rate of 6% per cent, payable semi 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 such 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 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  
shall pay or cause to be paid to said party of the second part, his 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  
of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said party of the first part, for himself and his heirs, do hereby covenant to and with the said party of  
the second part, executors, administrators or assigns, that they 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, whatsoever

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 of the first part have hereunto set their hand the day and year, first above  
written.

ATTEST:

Oscar E. Bowen  
Thelma Bowen  
THELMA BOWEN

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the  
lien thereby created, discharged. As Witness my hand, this 4th day of Oct. 1965

Harry A. Puckett

This release  
was written  
on the original  
mortgage entered  
this 4th day  
of October  
1965

James Beam  
By John D. Dwyer  
Clerk