

SECOND MORTGAGE

80447 BOOK 131 (No. 49)

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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. Fickett
of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said party part of the first part, in consideration of the sum of One Thousand and ten ¹⁰⁰/₁₀₀ (\$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 part party of the second part, has on this day executed and delivered a certain promissory note to said party of the second part, for the sum of One Thousand and ten ¹⁰⁰/₁₀₀ (\$1010.00) DOLLARS, bearing even date herewith, payable at 1169 East St Lawrence Kansas, in equal installments, of Fifty per mo. (50⁰⁰) 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. Appraisal waived at option of mortgagee.

Now if said part 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 has 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. Fickett

This release was written on this original and signed entered this 4th day of Oct 1965

James Beem
By John Duestigter
Deputy