

## SECOND MORTGAGE

(No. 4B)

Boyle's Legal Blanks, The Outlook, Lawrence, Kansas

This Indenture, Made this 16th 81191 BOOK 131  
day of July 1962between Orville H. Fielder, Jr. and Mary E. Fielder, Husband and Wifeof Douglas County, in the State of Kansas of the first part, and  
Mary Howardof 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 ofEleven Hundred Dollars and No/100 (\$1100.00)

DOLLARS,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y  
of the second part, her heirs and assigns, all the following described Real Estate, situated in the County  
of Douglas and State of Kansas, to-wit:Lot Seventy-Three (73) in the Fairgrounds Addition, an addition to the city of  
Lawrence, subject to the existing easements, restrictions, and commonly known  
as 2101 Ohio, 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

Orville H. Fielder, Jr. and Mary E. Fielder

have this day executed and delivered

A certain promissory note to said part Y of the second part, for the sum of  
Eleven Hundred and No/100 (\$1100.00) DOLLARSbearing even date herewith, payable at equal monthly installments of Twenty-five and 48/100 (\$25.48) DOLLARS  
Kansas, in fourteen months or lesseach, the first installment payable on the 8th day of August, 1962, the second  
installment on the 8th day of September, 1962, and one installment on the 8th  
days 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 \$ 1100.00  
with interest thereon at the rate of 6 per cent, payable MONTHLY 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 Y 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

Orville H. Fielder, Jr. and Mary E. Fielder Husband and wifeshall pay or cause to be paid to said part Y of the second part, her 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 Y 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 them and their heirs do hereby covenant to and with  
the said part Y of the second part, executors, administrators and assigns, that they are lawfully seized in fee of said  
premises, and has YE good right to sell and convey the same, that said premises are free and clear of all encumbrances,except for a first mortgage of record, held by Prudential Investment Co., Topeka  
Kansas, in the Amount of Fourteen Thousand Five and no/100 (\$14,500.00) dated  
July 10, 1962.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 has ye hereunto set their hand the day and  
year first above written:

ATTEST:

Orville H. Fielder, Jr.  
Orville H. Fielder, Jr.Mary Ellen Fielder  
Mary Ellen FielderThis document  
was written  
on the original  
mortgage  
dated  
this 26  
day of July  
1962Harold A. Beck  
Notary Public  
for Kansas

## 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 26th day of July 1962.

ATTEST: Orville H. Fielder, Jr.

Mary Howard