

Reg. No. 18,147
Fee Paid \$2.50

82062 BOOK 132

SECOND MORTGAGE

(No. 49)

Boyle Legal Blanks, The Outlook, Lawrence, Kansas

This Indenture, Made this 24th day of September, 1962between Donald L. Susse, a single manof Douglas County, in the State of Kansas of the first part, and
John M. Thompson and Edna M. Thompson, his wife, as joint tenants with right of survivorship and not as tenants in common,
of Douglas County, in the State of Kansas, of the second part:Witnesseth, That the said party y of the first part, in consideration of the sum ofNine Hundred ninety-nine (\$999.00) and no/100----- DOLLARS,
the receipt of which is hereby acknowledged, do es 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 Thirty-Seven (37), in Block Two (2), in
Belmont Addition, an Addition to the City of
Lawrence.

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
Donald L. Susse, a single man ha s this day executed and delivered
one certain promissory note to said parties ies of the second part, for the sum ofNine Hundred ninety-nine (\$999.00) and no/100----- DOLLARS
bearing even date herewith, payable at Lawrence,Kansas, in equal installments of thirty-five (\$35.00) and no/100----- DOLLARS
each, the first installment payable on the 24th day of October, 1962, the second
installment on the 24th day of November, 1962, and one installment on the 24th
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 \$ 2,250.00
with interest thereon at the rate of five 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 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 party ies 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 it said Donald L. Susse, a single man,
shall pay or cause to be paid to said parties ies 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
party ies of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.And the said party y of the first part, for himself and for his heirs, do es hereby covenant to and with
the said parties ies of the second part, executors, administrators and assigns, that he is lawfully seized in fee of said
premises, and ha s good right to sell and convey the same, that said premises are free and clear of all encumbrances, except for
a first mortgage in the original sum of \$2,250.00 in favor of O.H. Garber and Florence
Garber, his wife, dated September 24, 1962, and recorded in the office of the Register of
Deeds, Douglas County, Kansas,and that he will, and his 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 y of the first part ha s hereunto set his hand the day and
year first above written.

ATTEST:

Donald L. Susse
Donald L. Susse

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 1st day of December 1964.John M. Thompson
Edna M. ThompsonThis release
was written
on the original
mortgage
this 1st day
of December
1964
by Donald L. Susse
Reg. of Deeds
Douglas Co.
Kansas