

SECOND MORTGAGE

(No. 49)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 23rd day of August, 1961

between Theodore W. Mathews

of Douglas County, in the State of Kansas of the first part, and
Joe Traylor and Clifton C. Calvin, d/b/a Traylor and Calvin

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

Witnesseth, That the said part y of the first part, in consideration of the sum of

Five Hundred eighty-four and 51/100 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 No. Three (3), Block No. Two (2), in
Perry Place, 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

Theodore W. Mathews has s this day executed and delivered

one certain promissory note to said part ies of the second part, for the sum of
Five Hundred eighty-four and 51/100 DOLLARS

bearing even date herewith, payable at their office in Lawrence, Kansas, together with all interest, on or before the 23rd day of August, 1965.

~~And the said part ies of the second part, their heirs and 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 ies of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.~~

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$13,700.00 with interest thereon at the rate of 9 1/2 per cent payable 1/12th 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 first 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 Theodore W. Mathews

shall pay or cause to be paid to said part 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 part 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 part ies of the second part, executors, administrators and assigns, that he is lawfully seized in fee of said premises, and has s good right to sell and convey the same, that said premises are free and clear of all encumbrances, except for a mortgage to Capitol Federal Savings and Loan Association in the original sum of \$13,700.

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 part y of the first part has hereunto set his hand the day and year first above written.

ATTEST:

Theodore W. Mathews
Theodore W. Mathews

STATE OF KANSAS,
DOUGLAS County

Be It Remembered, That on this 23rd day of August, A. D. 1961

before me, Glenn L. Kappelman, a Notary Public

in and for said County and state, came Theodore W. Mathews

to me personally known to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires January 24, 1963

Glenn L. Kappelman
Glenn L. Kappelman Notary Public

Recorded October 19, 1962 at 4:30 P.M.

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 18th day of July, 1966.

Glenn L. Kappelman
Elizabeth L. Kappelman

Harold A. Beck Register of Deeds

See Assignment of Mortgage See Book 132 Page 281

This release was written on the original mortgage this 18th day of July 1966

Janice E. Beck
Register of Deeds
Elizabeth L. Kappelman
Deputy