

Reg. No. 18,631
Fee Paid \$14.75

SECOND MORTGAGE

- 2 - 24. 427

Before Legal Notice, The Outlook, Lawrence, Kansas

This Indenture, Made this 14th 84197 BOOK 134
day of May, 1963

between Ralph J. Raffeleck and Amelia Ellen Raffeleck, husband and wife

of Douglas County, in the State of Kansas of the first part, and

William F. Bedin and Junius C. Underwood

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

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

Fifty-Nine Hundred and No/100.....DOLLARS,
the receipt of which is hereby acknowledged, do 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 Twenty-two (22) in Block Nine (9) in Prairie Acres Subdivision
of Park Hill Addition, an Addition to the City of Lawrence, Douglas
County, Kansas

Including the rents, issues and profits thereof provided, however,
that the mortgagors shall be entitled to collect and retain the rents,
issues and profits until default hereunder;

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 Ralph J. Raffeleck and Amelia Ellen Raffeleck have on this day executed and delivered

one certain promissory note to said parties of the second part, for the sum of
Fifty-Nine Hundred and No/100.....DOLLARS

bearing even date herewith, payable at 609 Mass. Street, Lawrence, Kansas

Kansas, in equal installments of One Hundred and No/100.....DOLLARS

each, applying first to interest, then to principal
and \$100.00 due on the 15th day of each succeeding month, until May 15th, 1964
when the entire balance will be due

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$16,000.00

with interest thereon at the rate of 4 1/2 per cent, payable monthly, 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 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. Appraisal waived at option of mortgagee.

Now if said First Parties shall pay or cause to be paid to said parties 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 parties of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said parties of the second part, executors, administrators and assigns, that they are 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, Except a first mortgage for \$16,000.00 dated April 2, 1955 to The Douglas County State Bank, Lawrence, Kansas, on which the present balance owing is \$11,240.52

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

ATTEST:

Ralph J. Raffeleck
Amelia Ellen Raffeleck
Ralph J. Raffeleck
Amelia Ellen Raffeleck

See Assignment of Mortgage, Via Book 137 Page 418