

84503

BOOK 134

SECOND MORTGAGE

(No. 48)

Boyer Legal Blanks, The Outlook, Lawrence, Kansas

This Indenture, Made this 14th day of June 19 63

between Charles H. Flood and Lillian M. Flood, husband and wife
of Douglas County, in the State of Kansas of the first part, and
Bill Bodin, Inc., a Kansas Corporation
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 One thousand and six hundred and eight and no/100 (1,608.00) DOLLARS, the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part of the second part, its heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

The West one Acre of the Following described tract of land:
Commencing at the North West Corner of the North West Quarter
of Section 20, Township 12, Range 20, thence South 14 rods,
thence East 80 rods, thence North 14 rods, thence West 80 rods
to the place of beginning except 16/100 of an acre thereof
granted to the County Commissioners of Douglas County, Kansas
except reservations and restrictions incorporated in deed from
Phillips Petroleum Co., dated October 31, 1942 and recorded in
Book 145 of Deeds at page 472.
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 Charles H. Flood and Lillian M. Flood have this day executed and delivered one certain promissory note to said part Y of the second part, for the sum of _____ DOLLARS

bearing even date herewith, payable at the office of Bill Bodin, Inc., in Lawrence, Kansas, in equal installments of _____ DOLLARS each, the first installment payable on the 14th day of July 19 63, the second installment on the 14th day of August 19 63, and one installment on the 14th 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 \$2,100.00 with interest thereon at the rate of _____ per cent. payable _____ 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 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 parties of the first part shall pay or cause to be paid to said part Y of the second part, its agent 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 part ies of the first part, for themselves 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 have good right to sell and convey the same, that said premises are free and clear of all encumbrances, except a balance of 1909.04 owing on a first mortgage to the Lawrence National Bank of Lawrence, Kansas.

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

ATTEST:

Charles H. Flood
Charles H. Flood

Lillian M. Flood
Lillian M. Flood