

85390 MORTGAGE

BOOK 135

THIS INDENTURE, Made this 28th day of August, 1963 by and between William W. Stein and Rhoda S. Stein, husband and wife, of Lawrence, Kansas, parties of the first part and Bert Kaplan and Hermia Kaplan, husband and wife, of Lawrence, Kansas, parties of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Four Thousand 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: The South Half of Lot Thirty Seven (37) and all of Lot Thirty Nine (39) on Tennessee Street in the City of Lawrence, Douglas County, 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 parties of the first part have this day executed and delivered a certain promissory note to said parties of the second part, for the sum of FOUR THOUSAND Dollars (\$4,000.00) bearing even date herewith, payable at the First National Bank of Lawrence, Kansas, in equal installments of forty three and 91/100 Dollars (\$43.91) each month commencing on the 5th day of September 1963 and continuing on the 5th day of each month thereafter until this note is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 3rd day of August, 1973. Interest is to be at the rate of five and three fourths per centum per annum on the unpaid balance until paid. All terms of this note are incorporated herein by reference.

WHEREAS, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of Nine Thousand Dollars (\$9,000.00) recorded in Book 135 at page 229 of the Mortgage Records of Douglas County, Kansas, 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 parties of the second part or their assigns or the legal holder of this mortgage, and the note secured thereby, may at their 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 (10) per centum from the time of said payment, and they 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.

Now if said parties of the first part shall pay 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, or if the parties of the first part should transfer their interest in the above described real estate without the express consent of the parties of the second part, 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, do hereby covenant to and with the said parties of the second part, their executors, administrators and assigns, that they are lawfully seized in fee of said premises and have good

For Discharge of Mortgage See Book 156 Page 134