

SECOND MORTGAGE

87692

(No. 49)

Boyles Legal Blanks, The Outlook, Lawrence, Kansas

This Indenture, Made this BOOK 137 1st day of September, 1962

between Felix R. Burkhardt and Berta L. Burkhardt, his wife

of Douglas County, in the State of Kansas of the first part, and  
Glenn L. Kappelman and Elisabeth L. Kappelman, 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 parties of the first part, in consideration of the sum of  
Nine Hundred thirty (\$930.00) 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 Twelve (12) in Block A, in Southwest Addition  
Number Two, an Addition to the City of Lawrence.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurte-  
nances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said  
Felix R. Burkhardt and Berta L. Burkhardt, his wife have this day executed and delivered  
one certain promissory note to said parties of the second part, for the sum of  
Nine Hundred thirty (\$930.00) and no/100 DOLLARS

bearing even date herewith, payable at their office in Lawrence,  
Kansas, in equal installments of twenty (\$20.00) and no/100 DOLLARS  
each, the first installment payable on the first day of October, 1962, the second  
installment on the first day of November, 1962, and one installment on the first  
day 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 \$10,500.00  
with interest thereon at the rate of 5 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 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 Felix R. Burkhardt and Berta L. Burkhardt, his wife

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 part ies of the first part, for themselves and for their heirs, do hereby covenant to and with  
the said part ies 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 for  
a first mortgage in favor of Capitol Federal Savings and Loan Association in the original  
sum of \$10,500.00, dated August 20, 1957 and recorded August 23, 1957, in Book 116, pages  
290-2, in the office of the Register of Deeds, Douglas County, 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 parties of the first part have hereunto set their hands the day and  
year first above written.

ATTEST:

Felix R. Burkhardt  
Felix R. Burkhardt

Berta L. Burkhardt  
Berta L. Burkhardt