

89778 BOOK 139

SECOND MORTGAGE

(No. 48)

Bryan Legal Blanks, The Outlook, Lawrence, Kansas

This Indenture, Made this 30th day of October, 1964

between Allen E. Lee and Adelia M. Lee, 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 part 1st of the first part, in consideration of the sum of Five Thousand One Hundred and Thirty-Two and 80/100 (\$5,132.80) DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2 of the second part, its successors, 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 the Northwest Quarter of Section Twenty-Six (26) and the South Half of the Northeast Quarter of Section Twenty-Seven (27), all in Township Thirteen (13) South, Range Nineteen (19) East of the Sixth Principal Meridian.

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 Allen E. Lee and Adelia M. Lee ha YE this day executed and delivered

ONE certain promissory note to said part 2 of the second part, for the sum of Five Thousand One Hundred and Thirty-Two and 80/100 (\$5,132.80) DOLLARS bearing even date herewith, payable at the office of Bill Bodin, Inc. in Lawrence, Kansas, in equal installments of One Hundred and Fifteen (\$115.00) DOLLARS each, the first installment payable on the 1st day of December, 1964, the second installment on the 1st day of January, 1965, and one installment on the 1st

days of each and every month in each year thereafter, until the entire 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 part 2 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 its successors shall pay or cause to be paid to said part 2 of the second part, or its successors, 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 2 of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part 1st of the first part, for themselves and their heirs, do hereby covenant to and with the said part 2 of the second part, executors, administrators and assigns, that they are lawfully seized in fee of said premises, and ha YE good right to sell and convey the same, that said premises are free and clear of all encumbrances, EXCEPT a mortgage to the Standard Life Association of Lawrence, Kansas for Ten Thousand Dollars (\$10,000.00) dated March 10, 1961 and recorded at the office of the Register of Deeds in Douglas County, Kansas in Mortgage Book 127, page 303.

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 1st of the first part ha YE hereunto set their hands the day and year first above written.

ATTEST:

Allen E. Lee  
Allen E. Lee

Adelia M. Lee  
Adelia M. Lee