

SECOND MORTGAGE

1926 1925

F. J. Boxley, Publisher of Legal Blanks, Lancaster, Kansas.

This Indenture, Made this 16th day of March 1865

between Norman L. Schweitzberger and Catherine F. Schweitzberger, his wife

of Douglas County, in the State of Kansas of the first part, and Eugene L. Doane and Doris R. Doane, 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

Two Thousand Five Hundred Seventy-three and 71/100 (\$2,573.71)----- 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 _____ and State of Kansas, to-wit:

Lot 9, Block 5, Park Hill Addition, an addition to the City of Lawrence, Douglas County, Kansas, as shown by Sheet 2 of Plat of said Addition recorded in the office of the Register of Deeds of Douglas County, Kansas, September 19, 1957

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

Norman L. Schweitzberger and Catherine F. Schweitzberger, his wife, on this day executed and delivered one certain promissory note to said parties of the second part for the sum of

Two Thousand Five Hundred Seventy-three and 71/100 (\$2,573.71)----- DOLLARS
bearing even date herewith, payable at his office in Lawrence,

Kansas, in equal installments of Thirty and no/100 (\$30.00) DOLLARS

each, the first installment payable on the 1st day of April 1965, and succeeding installments payable on the same day of each and every month thereafter.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ 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 \$15,100.00

with interest thereon at the rate of 12 per cent, payable annually, how 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 part ¹⁰³ 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 Norman L. Schweitzberger and Catherine F. Schweitzberger, 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 in the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and for 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 and to the premises hereinafter described, and that they have good and lawful title to the same, and that they have the right to convey the same by this instrument.

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 to The Prudential Insurance Company of America, recorded in Book 104 at Page 374 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 part 183 of the first part ha ve hereunto set their hands the day and year first above written.

ATTEST:

Norman L. Schweitzberger
Catherine F. Schweitzberger