

RELEASE

471

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dated this 20th day of December 1966.

LaVilla Fair, a Division of Pur-O-Zone Chemical Co., Inc.

By Dwight H. Cox, Sec'y - Treasurer

Reg. No. 1,238

Fee Paid \$1.50

ATTEST:

Janice Beem 12-20-66
Register of Deeds

SECOND MORTGAGE (No. 49) F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

BOOK 143 4982

This Indenture, Made this 4 day of May 19 66

between Richard R. Tallant, a single man,

of Douglas County, in the State of Kansas of the first part, and

La Villa Fair, a Division of Pur-O-Zone Chemical Co., Inc., a corporation,

of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said part Y of the first part, in consideration of the sum of Five Hundred Seventy Nine and 13/100 (\$579.13) DOLLARS, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said part Y 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:

Lot Nineteen (19), Block Two (2),
Edgewood Park Addition No. 4,
an Addition to the City of Lawrence,

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 **First Party** has this day executed and delivered -- one -- certain promissory note to said part Y of the second part, for the sum of Five Hundred Seventy Nine and 13/100 (\$579.13) DOLLARS bearing even date herewith, payable at the office of La Villa Fair Kansas, in equal installments of Thirty Five (\$35.00) DOLLARS each, the first installment payable on the 1st day of June 19 66, the second installment on the 1st day of July 19 66, and one installment on the 1st days of each month xxx 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 \$ 16,350.00 with interest thereon at the rate of 5 1/2 per cent, payable \$1620.00 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 **First Party** shall pay or cause to be paid to said part Y of the second part, 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 Y of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part Y of the first part, for himself and his heirs, do hereby covenant to, and with the said part Y of the second part, executors, administrators and assigns, that he is lawfully seized in fee of said premises, and has good right to sell and convey the same, that said premises are free and clear of all encumbrances, except a first mortgage of record in the office of the Register of Deeds' office in Lawrence, Douglas County, Kansas,

and that he will, and his 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 Y of the first part has hereunto set his hand the day and year first above written.

ATTEST:

Richard R. Tallant
Richard R. Tallant

STATE OF KANSAS,)
DOUGLAS County) ss.

Be It Remembered, That on this 4 day of May A. D. 19 66

before me, M. J. Sale, a Notary Public

in and for said County and state, came, Richard R. Tallant, a single man,

to me personally known to be the same person, who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires 2-16 19 67

M. J. Sale
M. J. Sale Notary Public

Recorded May 12, 1966 at 11:15 A.M.

Janice Beem Register of Deeds