

271

Reg. No. 1,662
Fee Paid \$2.50

SECOND MORTGAGE

7140 BOOK 145

(No. 49)

The Allen Press, Lawrence, Kansas

This Indenture, Made this 12th day of December 1966
 between Robert E. McIntyre and Barbara I. McIntyre, his wife,
 of Douglas County, in the State of Kansas of the first part, and
Holmes, Peck and Brown, Inc. a Kansas Corporation,
 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 One Thousand (\$1,000.00)
 and No/100 - - - - - DOLLARS,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part Y of the second part,
 its ~~successors~~ and assigns, all the following described Real Estate, situated in the County of Douglas
 and State of Kansas, to-wit:

Lot Seven (7), in Block Three (3), in Schwarz Acres, 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 parties of
 the first part have this day executed and delivered their certain promissory note
 to said part Y of the second part, for the sum of One Thousand (\$1,000.00) and No/100 - - - - - DOLLARS,
 bearing even date herewith, payable at 732 Massachusetts Street, Lawrence, Kansas,
 in equal installments, of Nineteen Dollars and Fifty-seven Cents (\$19.57) - - - - - DOLLARS
 each, the first installment payable on the 15th day of January 1967, thereafter

monthly ~~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 \$14,600.00
 with interest thereon at the rate of 5 1/2% per cent, payable monthly 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 at 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 such 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 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 parties of the first part shall pay or cause to be paid to said part Y of the second part, its ~~successors~~ and 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 parties of the first part, for themselves and their heirs, do hereby covenant to and with the said part Y
 of the second part, executors, administrators or 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 the first mortgage
 referred to above
 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:

Robert E. McIntyre

Barbara I. McIntyre

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 12th day of December A.D. 1966

before me, the undersigned, a Notary Public

in and for said County and State, came Robert E. McIntyre andBarbara I. McIntyre, his wife,to me personally known to be the same persons who executed the foregoing 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 September 4 1970.

O. Warren Mitchell, Notary Public

Recorded December 13, 1966 at 2:15 P.M.

James Beem Register of Deeds

For Release of Mortgage, See Book 279, page 335