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Reg. No. 2,999 304
Fee Paid \$10.00

SECOND MORTGAGE 13336 BOOK 150 (No. 49) The Allen Press, Lawrence, Kansas

This Indenture, Made this 31st day of May 19 68
between Richard L. Kay and Miryam N. Kay, husband and wife
of Douglas County, in the State of Kansas of the first part, and
Lorin L. Kay and Carolyn Kay, his wife, as joint tenants with right of
survivorship of Richland Center, Wisconsin of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand and no/100 (\$4,000.00) 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:

Beginning at a point 40 feet South of the Southeast corner of Lot 7 in Block 4 of Babcock's Addition to the City of Lawrence; thence South 117 1/2 feet; thence West 138 feet; thence North to the South line of 17th Street in said City; thence East to the place of beginning, being in the Northwest Quarter of Section Six (6), Township Thirteen (13) South, Range Twenty (20) East of the Sixth P.M., in the City of Lawrence, including washer, dryer, 2 air conditioners, stove and refrigerator now located on said premises

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 mortgagors have this day executed and delivered their certain promissory note

to said parties of the second part, for the sum of Four Thousand and no/100 DOLLARS, bearing even date herewith, payable at Richland Center, Wisconsin

on May 31, 1970, with interest due to date thereon at 9% per annum, and one third thereof for 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 \$19,418.57 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 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 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 mortgages.

Now if said mortgagors 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 parties of the first part, for themselves and their heirs, do hereby covenant to and with the said parties 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,

*recorded in Book 147, at Page 325, 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: Richard L. Kay
Miryam N. Kay