

402

Reg. No. 3,050
Fee Paid \$9.25

RELEASE The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As Witness my hand, this 22nd day of October 1969 Securities Investment Co., Inc.
By: Paul R. Stewart Vice President
ATTEST: Angela R. Hoedl Secretary
(Corp. Seal)

This release was written on the original mortgage entered this 30th day of October 1969
James Beam
Reg. of Deeds

SECOND MORTGAGE

13524

(No. 49)
BOOK 150

The Allen Press, Lawrence, Kansas

This Indenture, Made this 21st day of June 19 68
between James D. McChesney and Sally A. McChesney, husband & wife,
of Douglas County, in the State of Kansas of the first part, and
Securities Investment Co., Inc.
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 Thirty six hundred sixty nine and 84/100 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 heirs and assigns, all the following described Real Estate, situated in the County of Douglas
and State of Kansas, to-wit:

The North half of the Northeast Quarter of Section Twenty-nine
(29), Township Twelve (12) South, Range Nineteen (19) East of
the Sixth P.M.

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 a certain promissory note
to said part Y of the second part, for the sum of Thirty six hundred sixty nine & 84/100 DOLLARS,
bearing even date herewith, payable at Lawrence, Kansas,
in equal installments, of One hundred two and 00/100 DOLLARS
each, the first installment payable on the 21st day of July 19 68, the second
installment on the 21st day of August 19 68, and one installment on the 21st
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 \$17,300.
with interest thereon at the rate of 6 1/2 per cent, payable MON. 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 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 James D. McChesney and Sally A. McChesney
shall pay or cause to be paid to said part Y of the second part, its 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
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 their 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 that first
mortgage mentioned 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 part 1st of the first part have hereunto set their hand the day and year first above
written.

ATTEST:

James D. McChesney
Sally A. McChesney
Sally A. McChesney

STATE OF KANSAS,

Douglas

County,

Be It Remembered, That on this 21st day of June A. D. 19 68
before me, Lawrence C. Mills, a Notary Public
in and for said County and State, came James D. McChesney and
Sally A. McChesney

to me personally known to be the same person 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 July 22, 1971 19 69

Lawrence C. Mills Notary Public

Recorded June 21, 1968 at 1:25 P.M.

James Beam Register of Deeds