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Reg. No. 3,457  
Fee Paid \$25.00

SECOND MORTGAGE

(No. 49)

The Allen Press, Lawrence, Kansas

**This Indenture,** Made this 1st day of October, 1968, BOOK 152

between Phil E. Stuart and Eleanor Y. Stuart, husband and wife

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

William R. Hess and Susan J. Hess, husband and wife

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 Ten Thousand and -----  
-----no/100-----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:

Lot Five (5), in Block Two (2), in Belle Haven South Addition Number Two, an Addition to the City of Lawrence,  
and  
Lot Six (6), in Block Two (2), in Belle Haven South Addition Number Two, 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 mortgagors have this day executed and delivered their certain promissory note

to said parties of the second part, for the sum of Ten Thousand and no/100-----DOLLARS,

bearing even date herewith, payable at Lawrence, Kansas,

in equal installments of Seventy-five and 89/100 (\$75.89)-----DOLLARS

each, the first installment payable on the 10th day of November, 1968, the second

installment on the 10th day of December, 1968, and an installment on the 10th

day of each month 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 \$ 44,035.26

with interest thereon at the rate of ----- per cent, payable ----- 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 party 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.

Appraisal waived at option of mortgagee.

Now if said mortgagors themselves

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 part

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,

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:

Phil E. Stuart  
Eleanor Y. Stuart