

83

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MORTGAGE 16508 (No. 49) BOOK 153 The Allen Press, Lawrence, Kansas

**This Indenture,** Made this 19th day of March 1969  
 between Galen Horton and Judith Horton his wife  
 of Douglas County, in the State of Kansas of the first part, and  
Douglas County in the State of Kansas, of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Three Thousand  
(3000<sup>00</sup>) DOLLARS,

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

Total one hundred forty four (144)  
one hundred forty six (146)  
to one hundred forty seven (147)  
in addition to the (147)  
in that part of the City of Lawrence  
known as North Lawrence  
Douglas County State of Kansas

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 of the second part, for the sum of Three Thousand (3000<sup>00</sup>) DOLLARS,  
 bearing even date herewith, payable at Douglas Co. Bank Lawrence, Kansas,  
 in equal installments, of Sixty (60<sup>00</sup>) DOLLARS  
 each, the first installment payable on the first day of April 1969, the second  
 installment on the first day of May 1969, and one installment on the  
 days of each & every month in each year thereafter, until the entire sum is fully paid.

Whereas, this mortgage is made subject to a first mortgage upon the above described real estate, for the sum of \$  
 with interest thereon at the rate of 6% per-cent, payable semi 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 of the second part or his  
 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 Parties of the first Part  
 shall pay or cause to be paid to said part of the second part, his 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 of the first part, for themselves their heirs, do hereby covenant to and with the said part of  
 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, what soever

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 of the first part have hereunto set their hand the day and year first above  
 written.

ATTEST:

Judith Horton  
Galen Horton  
 Judith Horton  
 Galen Horton