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BOOK 153 16983

(No. 49)

The Allen Press, Lawrence, Kansas

**This Indenture,**

Made this 2d day of May 1949  
between Capitolia Lopez  
of Douglas County, in the State of Kansas of the first part, and  
Henry A. Buckett  
of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Eight Hundred  
00 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,  
his heirs and assigns, all the following described Real Estate, situated in the County of Douglas  
and State of Kansas, to-wit:

Lot 10 in E and L 1st division  
of E 1/2 addition to the city of Lawrence  
Douglas Co. 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 part y  
of the first had this day executed and delivered a certain promissory note  
to said part y of the second part, for the sum of Eight Hundred DOLLARS,  
bearing even date herewith, payable at Kansas,  
in equal installments, of Fifty DOLLARS  
each, the first installment payable on the 2d day of June 1949, the second  
installment on the 2d day of July 1949, and one installment on the 3d  
days of each and Month 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 \$  
with interest thereon at the rate of 7 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 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 part y shall pay or cause to be paid to said part y 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 y  
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 herself and her heirs, do hereby covenant to and with the said part y  
of the second part, executors, administrators or assigns, that she lawfully seized in fee of said premises, and had good  
right to sell and convey the same, that said premises are free and clear of all encumbrances,

and that she will, and her 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 y of the first part has hereunto set her hand the day and year first above  
written.

ATTEST:

Mrs. Capitolia Lopez  
MRS. CAPITOLIA LOPEZ