

SECOND MORTGAGE

18133

(No. 49)

BOOK 154

The Allen Press, Lawrence, Kansas

**This Indenture,**

Made this \_\_\_\_\_ day of \_\_\_\_\_ 1969  
 between Phil E. Stuart and Eleanor Y. Stuart, husband and wife  
 of Douglas County, in the State of Kansas of the first part, and  
Louis E. Lehr and Ruth A. Lehr, 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  
ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS 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 One (1), in Block Twelve (12),  
in South Hills Addition No. 2 in  
the City of Lawrence, Douglas County,  
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 their certain promissory note  
 to said parties of the second part, for the sum of \$5,410.86 DOLLARS,  
 bearing even date herewith, payable at Lawrence, Kansas,  
 in equal installments, of Fifty Dollars (\$50.00) DOLLARS  
 each, the first installment payable on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the second  
 installment on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, and one installment on the  
 days of \_\_\_\_\_ and \_\_\_\_\_ 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 \_\_\_\_\_ 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 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 mortgagee.

Now if said parties of the first part  
 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,  
 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.

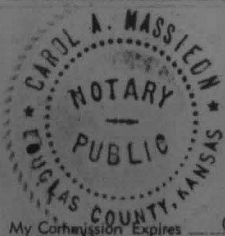
ATTEST:

Phil E. Stuart  
Eleanor Y. Stuart

STATE OF KANSAS,

Douglas

County,



My Commission Expires

October 28 1972

Be It Remembered, That on this 25th day of July A.D. 1969  
 before me, the undersigned, a Notary Public  
 in and for said County and State, came Phil E. Stuart and Eleanor Y.  
Stuart, husband and wife  
 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.

Carol A. Massieon  
 Carol A. Massieon Notary Public

Recorded August 8, 1969 at 4:20 P.M.

Janice Boon Register of Deeds