

341

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day

of August, A.D. 1969  
 Earl K. Carr (SEAL)  
 (SEAL)

Joyce E. Carr (SEAL)  
 (SEAL)

State of Kansas

County of Douglas

SS

I, Mary E. Haid, a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that Earl K. Carr and Joyce E. Carr, husband and wife

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing  
 Instrument, appeared before me this day in person and acknowledged that they have signed, sealed and delivered

the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the  
 release and waiver of all rights under any homestead, exemption and valuation laws.



under my hand and Notarial Seal this 15th day of August, A.D. 1969

My Commission expires April 16, 1973

Mary E. Haid Notary Public

Recorded August 18, 1969 at 10:35 A. M.

James Beem

Register of Deeds

Reg. No. 4,122  
 Fee Paid \$8.25

SECOND MORTGAGE

18267

BOOK 154

(No. 49)

The Allen Press, Lawrence, Kansas

**This Indenture,** Made this 13th day of August, 1969  
 between Omer A. Bowman and Zelma Bowman, husband and wife  
 of Douglas County, in the State of Kansas of the first part, and  
 Interstate Securities Co., No. 2, Inc., Lawrence, Kansas  
 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 two hundred  
 seventy six and 62/100----- DOLLARS,  
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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:

Beginning at a point 45 feet West of the Southwest corner of Lot Number  
 (43) Forty Three in Block Number (1) One of Belmont, an addition to the  
 City of Lawrence, thence running North 449 feet; thence West 130 feet;  
 thence South 40 feet; thence East 130 feet; thence North 40 feet to the  
 place of beginning, being in the Southwest Quarter of Section 32, Township  
 12, Range 20; also beginning at a point 45 feet West and 449 feet north of  
 the Southwest corner of Lot number 43, Block number 1, of the Belmont Addition  
 thence West 130 feet; thence North 40 feet; thence East 130 feet; thence  
 South 40 feet to the place of beginning, all in section 32, Township 12,  
 Range 20 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 Omer A.  
 Bowman and Zelma Bowman have this day executed and delivered a certain promissory note  
 to said part 2nd of the second part, for the sum of Four thousand sixty eight and 00/100---DOLLARS,  
 bearing even date herewith, payable at Lawrence,  
 in equal installments of One hundred thirteen and 00/100----- DOLLARS  
 each, the first installment payable on the 13th day of September 1969, the second  
 installment on the 13th day of October 1969, and one installment on the 13th  
 days of each and every 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 \$900.00  
 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.