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And this conveyance shall be void if such payments be made as herein specified, and the obligor contained therein fully discharged. If default be made in such payments or any part thereof or any obligation specified herein, or interest thereon, or if the obligor on said real estate are not paid when the same become due and payable, or if the obligor is not kept in a good repair or if the obligor on said real estate are not kept in a good repair as they are now, or if waste is committed on and premises then in conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said conveyance, for the recovery of which this mortgage is given, shall immediately mature and become due and payable at the election of the holder, without notice, and it shall be lawful for the said party Y, of the second part, to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rent and benefits accruing therefrom, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and all of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any, shall be paid by the party Y, making such sale, or delivered to the first part X.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation herein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part XES, of the first part hereof, hereunto set their hands and seals, the day and year last above written.

X Larry M. Smith (SEAL)
X Judy A. Smith (SEAL)
X Judy A. Smith (SEAL)
X Judy A. Smith (SEAL)

STATE OF Kansas
Douglas COUNTY

BE IT REMEMBERED, That on this 13 day of March, A.D. 1970, in the aforesaid County and State, came Larry M. Smith and Judy A. Smith, his wife, to me personally known to be the same person, who executed the foregoing instrument 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.

My Commission Expires July 13, 1971

William B. Lienhard Notary Public

Recorded March 16, 1970 at 2:55 P.M. Janice Beem Register of Deeds

Reg. No. 4,555
Fee Paid \$18.75

SECOND MORTGAGE (NO. 52C) BOOK 156 10th day of March 1970 between Ronald J. Sprecker and Elva M. Sprecker, his wife

of Douglas County, in the State of Kansas of the first part, and
of Raymond Lee Douglas County, in the State of Kansas of the second part

Witnesseth, That said parties of the first part, in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100----- 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 REAL ESTATE situated in the County of Douglas and State of Kansas to-wit:

Lot Five (5) in Block Nine (9) in Indian Hills No. 2 and Replat of Block Four (4) Indian Hills, an Addition to the City of Lawrence.

This is a Second Mortgage subject to an existing First Mortgage in favor of American Savings Association, dated January 18, 1969 and recorded in Book 149, Pages 105-106 in the Office of the Register of Deeds, Douglas County, Kansas