

SECOND MORTGAGE

33207 BOOK 92

(No. 49)

F. J. Boyles, Pub. of Legal Blanks, Lawrence, Kan.

This Indenture, Made this 17th day of August 19 47

between Lyle S. Dillaplain and Marguerite Lenora Dillaplain, husband and wife
 of Douglas County, in the State of Kansas of the first part, and
Robert B. Ward and Ethel O. Ward, husband and wife
 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
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 1st 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 75 and the North 4/5 of Lot 77 on the West Side of Indiana
Street in Block 18, in that part of the City of Lawrence, known
as West Lawrence.

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
First Parties have this day executed and delivered

a certain promissory note to said part 1st of the second part, for the sum of
Five hundred and no/100 ----- DOLLARS,
 bearing even date herewith, payable at the residence of the second parties in Kansas City,
 Missouri

~~to wit: the first part to hold and pay to the second part the sum of five hundred and no/100 of Dollars on the 17th day of August 1947 and on each year thereafter until the sum is fully paid~~

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$500.00
 with interest thereon at the rate of five per cent, payable monthly \$20.00, 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.
 Appraisal waived at option of mortgagee.

Now if said first parties
 shall pay or cause to be paid to said part 1st 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
 part 1st of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part 1st of the first part, for them and their heirs, do hereby covenant to and with
 the said part 1st 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,

except first mortgage shown above to Lawrence Building and Loan Associa-
tion of Lawrence, Kansas

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 1st of the first part have hereunto set their hands the day
 and year first above written.

ATTEST:

Lyle S. Dillaplain
Marguerite Lenora Dillaplain

STATE OF KANSAS,

Douglas County, } SS.

Be it Remembered, That on this 17th day of August A. D. 19 47
 before me, the undersigned, a Notary Public
 in and for said County and State, came Lyle S. Dillaplain and
Marguerite Lenora Dillaplain, his wife
 to me personally known to be the same person who executed the within 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.



My Commission Expires

10/3

1948

Arthur S. Beck

Notary Public.

Recorded August 23, 1947 at 8:35 A.M.

Harold A. Beck

Register of Deeds.

The note herein described having been paid in full, this mortgage is hereby
 released, and the lien hereby created is discharged. As witness my hand,
 this 10th day of June, 1948.
 Robert B. Ward
 Ethel O. Ward
 Notary Public
 Douglas County, Kansas
 My Commission Expires 10/3/48

This release
 was written
 on the original
 mortgage
 entered
 this 10th day
 of June
 1948
 Harold A. Beck
 Register of Deeds
 Dorothy M. Hook
 Deputy