

SECOND MORTGAGE..

THIS INDENTURE, Made this First day of June, 1917, between Anna Bichlmeier, unmarried of Brown County, in the State of Kansas, of the first part, and C. F. Richards of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Seven Hundred and Eighty Seven (\$787.00) Dollars the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the said party of the second part, —heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

The South East Quarter ($\frac{1}{4}$) of the South East Quarter ($\frac{1}{4}$) of Section Twelve (12), Township Thirteen (13), Range Twenty (20) except that portion of the above described forty acre tract of land which lies Northwest of the Wakarusa Creek, which tract contains $2\frac{1}{2}$ acres; also all that tract of land lying East and South of the Wakarusa River in the North East Quarter ($\frac{1}{4}$) of the South East Quarter ($\frac{1}{4}$) of Section Twelve (12), Township (13), Range Twenty (20); Also all that tract of land lying East of the Wakarusa River in the South West Quarter ($\frac{1}{4}$) of the South East Quarter ($\frac{1}{4}$) of Section Twelve (12) Township Thirteen (13); Range Twenty (20), containing six acres more or less; Also commencing at the North East Corner of the Northeast Quarter ($\frac{1}{4}$) of Section Thirteen (13) Township Thirteen (13) Range Twenty (20): thence South on the Section line to the middle of the Little Wakarusa Creek; Thence down westerly with its meanderings in the center thereof to, the Wakarusa River; thence down said stream to the North line of said Section; Thence East on said section line to the starting point, containing eighteen acres more or less. All in Douglas County, State of Kansas.

To Have and To Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining forever;

Provided Always, And these presents are upon this express condition, that whereas said Anna Bichlmeier has this day executed and delivered one certain promissory note to said party of the second part, for the sum of Seven Hundred and Eighty-Seven (\$787.00) Dollars, bearing even date herewith, payable at the office of C. F. Richards in Eudora, Kansas,

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$2500.00 with interest thereon at the rate of six 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 party 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 mortgagors.

Now if said Anna Bichlmeier shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said party of the first part for herself and her heirs, does hereby covenant to and with the said party of the second part, executors, administrators or assigns, that she is lawfully seized in fee of said premises, and has good right to sell and convey the same, that said premises are free and clear of all incumbrances, except the above mentioned mortgage given to Mary A. Clay Mustard for \$3278.00 and on which there is \$2500.00 balance due at this time, 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 party of the first part has hereunto set her hand the day and year first above written.

Anna Bichlmeier,

STATE OF KANSAS: BROWN COUNTY: SS:

BE IT REMEMBERED, That on this 16th day of June, A. D. 1917, before me, R. H. Jones, a Notary Public in and for said County and State, came Anna Bichlmeier, unmarried, to me personally known to be the same persons 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.

My Commission expires January 14, 1921. (L.S.) R. H. Jones, Notary Public.

Recorded June 28, 1917, at 12:00 o'clock A.M. ASSIGNMENT. Little Notary, Recorder of Deeds, & Recorder of Deeds, Douglas County, in the State of Kansas, the within-named mortgage in consideration of Seven Hundred Eighty-Seven Dollars to him in hand paid, the receipt whereof is hereby acknowledged, do hereby sell assign, transfer, set over and convey unto S. V. Carr, heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims

This mortgage is subject to one first mortgage upon the above described real estate, for the sum of \$2500.00 with interest thereon at the rate of six 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.

S. V. Carr

New 2201

Estate of Bichlmeier

Register Deeds

Recorded

The following is a certified copy of the original instrument of mortgage given by Anna Bichlmeier to S. V. Carr, heirs and assigns, the within-named mortgage in consideration of Seven Hundred Eighty-Seven Dollars to him in hand paid, the receipt whereof is hereby acknowledged, do hereby sell assign, transfer, set over and convey unto S. V. Carr, heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims