

default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, his heirs or assigns, may, without notice, declare the entire debt hereby secured immediately due any payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part his heirs or assigns, shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, the said party of the first part have hereunto set their hands the day and year first above written.

Willie H. Carson  
Jesse R. Carson.

State of Kansas  
County of Shawnee [ss;

On this 8th day of December A.D. 1924, before me, a Notary Public, in and for said County, personally appeared Willie H. Carson, a single man, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

L.S.  
Witness my hand and official seal the day and year last above written.  
My Commission expires January 30, 1927.

Homer F. Wright.  
Notary Public.

State of Kansas  
County of Douglas [ss;

On this 10th day of December A.D. 1924, before me, a Notary Public in and for said County, personally appeared Jesse R. Carson, a single man, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Witness my hand and official seal, the day and year last above written.  
L.S.  
My Commission expires April 20, 1925.

A. F. McClanahan.  
Notary Public.

## SECOND MORTGAGE

From

Allen Crafton & wf

To

Perry B Palmateer & wf

State of Kansas, Douglas County, ss.  
This Instrument was filed for record on the 15 day of December at 3:55 P M 1924.

*W. B. Williams* Register of Deeds  
*W. B. Williams* Deputy

THIS INSTRUMENT made this first day of October 1924 between Allen Crafton and Jessica R Crafton his wife of Douglas County in the State of Kansas of the first part and Perry B Palmateer and Mae E Palmateer 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 ----- Dollars the receipt 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) and North One half (1/2) of Lot Two Block Five (5) Haskell Place Addition 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 Allen Crafton and Jessica R Crafton have this day executed and delivered certain promissory note to said parties of the second part for the sum of Twenty one hundred seventy five dollars bearing even date herewith payable at Watkins National Bank of Lawrence Kans-Kansas in equal installments of Fifty (\$50.00) Monthly including interest at 7% per annum Dollars each, the first installment payable on the first day of October 1924, the second installment on the 1st day of November 1924 and one installment on the first days of each and every month 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 \$3500.00 with interest thereon at the rate of six 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 principals 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 Allen Crafton and Jessica R Crafton his wife 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 to 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 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 mortgage noted above and that they will and their heirs executors and administrators shall forever warrant and defend the title of the said premises against

The following is a true and correct copy of the original as the same was presented to me by the parties thereto and as the same was filed for record in the office of the Register of Deeds of Douglas County, Kansas, on the 15th day of December, A.D. 1924.

Recorded 14th Feb. 1929

W. B. Williams, Register of Deeds