

SECOND MORTGAGE

THIS INDENTURE, Made this 12th day of February 1938 between H. Leonard Williams and Wilma G. Williams, husband and wife of Douglas County, in the State of Kansas of the first part, and Roy E. Fratt 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 Four Hundred Eighty Seven and 90/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot Number One Hundred Forty Five (145), Addition Two (2) in that part of the City of Lawrence formerly known as North Lawrence, excepting a strip 15 $\frac{1}{2}$ feet wide on the South line running 211 feet West from the East line of said Lot.

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 H. Leonard Williams and Wilma G. Williams have this day executed and delivered one certain promissory note to said party of the second part, for the sum of Four Hundred Eighty Seven and 90/100 DOLLARS, bearing even date herewith, payable at Lawrence, Kansas, in equal installments, of Ten and no/100 Dollars DOLLARS each, the first installment payable on the 10th day of April 1938, the second installment on the 10th day of May 1938, and one installment on the 10th 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 \$487.90 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 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.

Now if said parties of the first part 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 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 parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party 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, 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 parties of the first part have hereunto set their hands the day and year first above written.

H. Leonard Williams
Wilma G. Williams

STATE OF KANSAS,)
DOUGLAS County,) SS.

BE IT REMEMBERED, That on this 16th day of February A.D. 1938 before me, Chas. E. Louk, a Notary Public in and for said County and State, came H. Leonard Williams and Wilma G. Williams, husband and wife to me personally known to be the same persons 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.

(SEAL) My Commission Expires January 26, 1939.

Chas. E. Louk
Notary Public.

Recorded February 15, 1938 at 3:30 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 5590

PARTIAL RELEASE OF MORTGAGE BY SEPARATE INSTRUMENT

KNOW ALL MEN BY THESE PRESENTS, That Serena Sutton of Douglas County in the State of Kansas, the mortgage named in the certain mortgage hereinafter described, does hereby acknowledge that the certain instrument of mortgage, made and executed by Clarence Sutton, Douglas County, State of Kansas, to Serena Sutton, Douglas County, Kansas, and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book #82 at Page 24 of the records of said office, is hereby partially satisfied, and that said mortgage is wholly satisfied and released as to the following described property:

That part of the following described tract lying South and East of the public road hereinafter described: Beginning at the Northwest corner of Section Twenty-four (24), Township Thirteen (13), Range Eighteen (18) thence East 1,085 feet; thence South 390 feet; thence West 1,085 feet; thence North 390 feet to the point of beginning, being Blocks Twelve (12), Thirteen (13), Fourteen (14) in the town of Bloomington, now vacated, less the road to Douglas County for public road running through said tract in a Northeasterly-Southwesterly direction, the tract containing two (2) acres, more or less.

and that said Register of Deeds is hereby authorized and directed to discharge such mortgage of record and after the recording of this instrument, to make a minute of the discharge of such mortgage of record upon the margin of the record thereof, in accordance with the provisions of the statute made and provided.