

30865

BOOK 89

No. 49

F. B. R. Co. Inc. - Kansas City, Mo.

SECOND MORTGAGE

This Indenture, Made this 11th day of November, 1946

between Florence M. Flory

of Douglas County, in the State of Kansas of the first part, and

L. E. Kelly

of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said part Y of the first part, in consideration of the sum of

Two Hundred and no/100 (\$200.00) 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 described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot Seventy-five (75) on New York Street or
913 New York Street, Lawrence, Kansas

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appurtenant forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said

party of the first part has this day executed and delivered

one certain promissory note to said part Y of the second part, for the sum of

Two Hundred and no/100 (\$200.00) DOLLARS,

bearing even date herewith, payable at Kelly Real Estate

Kansas, in equal installments, of DOLLARS

each, the first installment payable on the day of 19, the second installment on the day of 19, and one installment on the

days of and 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 \$ 2000.00 with interest thereon at the rate of 6% per cent, payable ~~monthly~~ 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 mortgagee.

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

And the said part Y of the first part, for herself and her heirs, does hereby covenant to and with the said part Y 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 encumbrances.

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 part Y of the first part has hereunto set her hand the day and year first above written.

ATTEST:

Florence M. Flory

STATE OF KANSAS,

Douglas County, } SS.

Be it Remembered, That on this 18 day of November A. D. 1946

before me, W. A. Schaal, a Notary Public

in and for said County and State, came Florence M. Flory

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 April 25 1947

Notary Public.

Recorded December 19, 1946 at 11:45 A.M.

Harold A. Beck

Register of Deeds, Douglas County

The note herein described having been paid in full, this mortgage is hereby released and discharged, and the same is hereby acknowledged as such by the parties hereto, this 10th day of April, 1947.