Reg. No. 6051
Fee Paid $1.25

SECOND MORTGAGE
(No. 40)

34292   BOOK 93

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

This Indenture, Made this 3rd day of January 1948

between   P. P. Dillon and Velma V. Dillon, his wife

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

M. E. Kelly

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

Five Hundred and Twenty-One and $\frac{74}{100}$ 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:

Beginning at a point 9 rods South of the NW/corner of the SW¼ of the NE¼ of Sec 19, Twp 12, Rng 20, thence East 154 feet, thence South 190 feet, thence West 154 feet to qtr sec line, thence North on qtr sec line 190 feet to point of beginning, containing .67 of an acre, more or less; also Beginning at the SE/corner of NW¼ of Block 3, Earl's Addition to the City of Lawrence, thence West 290 feet, thence North 170 feet, thence East 290 feet, thence South to place of beginning except one lot beginning at the SW/corner of above tract, thence North 60 feet, thence East 117 feet, thence South 60 feet, thence West to place of beginning; also the W½ of the SE¼ (less 5 feet off the North side thereof) in Block 3, Earl's Addition to the City of Lawrence; also Beginning at a point 330' East of the Center of Delaware Street and 345' South of Center of Quincy Street (now called 11th Street) thence North 175 feet, thence East 183 feet, thence South 175 feet, thence West 183 feet to point of beginning, all in Block 3, Earl's Addition to the City of Lawrence.

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

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said parties of the first part   ha ve this day executed and delivered a   certain promissory note to said party   of the second part, for the sum of

Five Hundred and Twenty-One and $\frac{74}{100}$ DOLLARS,

bearing even date herewith, payable at Party of the second parts office, Lawrence Kansas, in equal installments, of   Fifty   DOLLARS each, the first installment payable on the 1st day of February 1948, the second installment on the 1st day of March 1948, and one installment on the 1st days of each month 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 $ with interest thereon at the rate of   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 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 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 part y of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part ies of the first part, for   and   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 ha ve good right to sell and convey the same, that said premises are free and clear of all encumbrances except

a first mortgage on the home. This is to be a lien on the contract of sale of the Blue Bird Tavern between Robert Taylor, Fern Taylor and P. P. Dillon & Velma V Dillon.

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 ies of the first part ha ve hereunto set their   hands the day and year first above written.

ATTEST:

P. P. Dillon
Velma V Dillon