

35809 BOOK 164

SECOND MORTGAGE

(No. 49)

F. J. Boyles, Pat. of Legal Blanks, Lawrence, Kan.

This Indenture, Made this 28-th day of June 1948between Geraldine (Chase) Powers and Earl Powers, her husbandof Douglas County, in the State of Kansas of the first part, andM. E. Kellyof Douglas County, in the State of Kansas, of the second part:Witnesseth, That the said part 1st of the first part, in consideration of the sum ofFour Hundred Dollars (\$400.00) 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 134 Rhode Island Street (Otherwise known as 1132
Rhode Island Street) in 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 appurtenant 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 delivereda certain promissory note to said party Y of the second part, for the sum of
Four hundred Dollars (\$400.00) DOLLARS,bearing even date herewith, payable at Party of the second parts' office, Lawrence, Kan.
Kansas, in equal installments, of \$20.00 DOLLARSeach, the first installment payable on the 1-st day of August 1948, the second
installment on the 1-st day of September 1948, and one installment on the 1-st
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 \$ 2700.00
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 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 Y 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 mortgage.Now if said party of the first part
shall pay or cause to be paid to said party 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
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 and his heirs, do hereby covenant to and with
the said party Y of the second part, executors, administrators or assigns, that 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.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 ha ve hereunto set their hand the day and
year first above written.

ATTEST

Geraldine Chase Powers
Earl Powers