

## SECOND MORTGAGE

36680  
(No. 49)BOOK 95  
F. J. Boyles, Pub. of Legal Blanks, Lawrence, Kan.This Indenture, Made this 21-st day of October 1948

between George K. Nixon single man  
of Douglas County, in the State of Kansas of the first part, and  
Martin 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

Three Hundred (\$300.00) DOLLARS,  
the receipt of which is hereby acknowledged, do as 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 Number Two Hundred Sixteen (216) on Ohio 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  
George K. Nixon has this day executed and delivered

one certain promissory note to said part Y of the second part, for the sum of  
Three Hundred (\$300.00) DOLLARS,

bearing even date herewith, payable at 712 Mass. street, Lawrence, Kansas  
Kansas, in equal installments, of sixty two dollars and fifty cents (\$62.50) DOLLARS  
each, the first installment payable on the 15-teenth day of November 1948, the second  
installment on the 15-teenth day of Dec. 1948 and one installment on the 15-teenth  
days of Jan. 1949 and (\$112.50) last month, Feb-1-49. 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 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 is 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 part 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 mortgagee.

Now if said George K. Nixon

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 here 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 Y of the first part, for himself and his heirs, do hereby covenant to and with  
the said part Y of the second part, executors, administrators or assigns; that he is lawfully seized in fee of said  
premises, and has a good right to sell and convey the same, that said premises are free and clear of all encumbrances,  
except

And that he will, and his 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 his hand the day and  
year first above written.

ATTEST:

George K. Nixon

STATE OF KANSAS,

Douglas County, } SS.

Be it Remembered, That on this 21st day of October A. D. 1948  
before me, W. A. Schaaf a Notary Public  
in and for said County and State, came George K. Nixon  
and one  
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  
this 21st day and year last above written.

My Commission Expires April 25 1951

Notary Public.

Harold A. Beck

Registrar of Deeds