

SECOND  
MORTGAGE

153

Hall Litho Co. Topeka

40571

BOOK 98

THIS INDENTURE, Made this 1st day of April A. D. 1950

between Calvin R. Roberts and Ola M. Roberts his wife  
of Douglas County, in the State of Kansas, of the first part,  
and Thad H. Marshall and Cora Marshall, his wife  
of Douglas County, in the State of Kansas, of the second part.

WITNESSETH, That said part 1st of the first part, in consideration of the sum of  
Twenty nine hundred and no/100 ----- no DOLLARS  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey  
unto said part 1st of the second part, their heirs and assigns, all the following described Real  
Estate, situated in Douglas County, and State of Kansas, to wit:  
The South Half (1/2) of the Northwest Quarter (1/4),  
of Section One (1), Township Twelve (12), South  
of Range Seventeen (17), East of the Sixth Principal  
Meridian, in Douglas County, Kansas.

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  
Calvin R. Roberts and Ola M. Roberts, his wife  
has Ys this day executed and delivered one certain promissory note in writing to said  
part 1st of the second part, of which the following is a copy:

PROMISSORY NOTE

Copy

\$ 2,900.00

April 1 1950.

Four years After date for value received we Promise to pay  
to the order Thad H Marshall and Cora Marshall

Twenty nine hundred and no/100 ----- DOLLARS.

For value received, with interest after date at 6 per cent per annum, protest presentment, notice of dishonor and extension of time of  
payment waived by all parties to this note. Interest payable semi-annually.

Calvin R. Roberts,  
Ola M. Roberts

No. April 1 1954.  
Dues  
NOW, if said part 1st of the first part shall pay or cause to be paid to said part 1st of the second  
part, their 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, or  
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, then the whole  
of said sum and sums, and interest thereon, shall and by these presents become due and payable at the  
option of the holder hereof, and said part 1st of the second part shall be entitled to the possession of  
said premises.

IN WITNESS WHEREOF, The said part 1st of the first part has Ys  
hereunto set their hand s., the day and year first above written.

Calvin R. Roberts  
Ola M. Roberts