

SECOND MORTGAGE

(No. 49)

Form 99

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

This Indenture, Made this 4th day of November 1950

between Kenneth Ralph Osborn, husband, and Edith Louise Osborn, his wife,
 of the first part, and
 of the second part,
 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 of
 One hundred and fifty (\$150.00) DOLLARS,
 the receipt of which is hereby acknowledged, do hereby 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 the County of Douglas and State of Kansas, to-wit:
 Lot 13th in Block 15th in the City
 of Lawrence, County of Douglas, State of Kansas.

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

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said
 part 1st of the first part have this day executed and delivered
 to said part 1st of the second part, a certain promissory note for the sum of
 One hundred and fifty (\$150.00) DOLLARS,
 bearing even date herewith, payable at Lawrence, Douglas County
 Kansas, in equal installments, of fifteen (\$15.00) DOLLARS
 each, the first installment payable on the 1st day of January 1951, the second
 installment on the 1st day of February 1951 and one installment on the
 1st day of each and every 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 10 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 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 part 1st of the second part
 or the legal holder of said note, as it 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 mortgagor.

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, 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 1st of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part 1st of the first part, for themselves and their heirs, do hereby covenant to and with
 the said part 1st of the second part, executors, administrators or assigns, that they and their heirs, do hereby covenant to and with
 the said part 1st of the second part, executors, administrators or assigns, that they and their heirs, do hereby covenant to and with
 the said part 1st of the second part, executors, administrators or assigns, that they and their heirs, do hereby covenant to and with
 the said part 1st of the second part, executors, administrators or assigns, that they and their heirs, do hereby covenant to and with

and that they will and shall 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 1st of the first part have hereunto set their hand the day and
 year first above written.

ATTEST:

Edith Louise Osborn

STATE OF KANSAS, } ss.
 Douglas County, }

Be it Remembered, That on this 4th day of November A. D. 1950
 before me, the undersigned, a Notary Public
 in and for said County and State, came Kenneth Ralph Osborn and
 Edith Louise Osborn, his wife,
 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 first above written.

My Commission Expires Feb-14-1953

M. E. Kelly, Notary Public

Harold A. Beck, Register of Deeds

Recorded November 7, 1950 at 2:00 P. M. RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby
 created discharged. As Witness my hand, this 20 day of Feb. 1952

E. P. Pullin
 Mabel Pullin

This release
 was written
 on the original
 mortgage
 entered
 through
 the
 1952
 and A. Beck
 was of legal
 age at the time
 of signing
 Deputy