

43857 BOOK 100

SECOND MORTGAGE

(No. 48)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 9th day of June 1951between Benford Taylor and Ruby M. Taylor, his wifeof Douglas County, in the State of Kansas of the first part, and
Glenn L. Kappelmanof 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 Seventy and 00/100 -----

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:Lots Eighteen (18), Nineteen (19), and Twenty (20) in Simpson's subdivision in that part of the City of Lawrence formerly known as North Lawrence.

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

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said

Benford Taylor and Ruby M. Taylor have this day executed and deliveredone certain promissory note to said party of the second part, for the sum of----- Five Hundred Seventy and 00/100 ----- DOLLARSbearing even date herewith, payable at his office in Lawrence Kansas, in monthly installments of nine months at \$10.00, eighteen months at \$25.00, and one month at \$30.00 DOLLARSsuch, the first installment payable on the First day of July 1951 to become due and payable on the first day of each succeeding month thereafter and one installment on the first day of 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 \$2000.00 with interest thereon at the rate of 5 1/2 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 said 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. Appraisal waived at option of mortgagor.

Now it is Benford Taylor and Ruby M. Taylor 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 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 them and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators and assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all encumbrances, except as stated above.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, do hereunto set their hand the day and year first above written.

ATTEST:

Benford Taylor
Ruby M. Taylor

STATE OF KANSAS,

Douglas CountyBe It Remembered, That on this 9th day of June A. D. 1951

before me,

a Notary Public

in and for said County and state, came Benford Taylor and Ruby M.Taylor, husband and wife

to me personally known to be the same persons 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 last above written.

Engelwood Doane
Notary Public

This release was written on the original mortgage entered this 9th day of June 1951. Witnessed by Glenn L. Kappelman, Notary Public.

Recorded June 11, 1951 at 10:30 A. M.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien created discharged. As witness my hand this 29th day of September 1953

Glenn L. Kappelman

I, the secured
Dated t