

SECOND MORTGAGE

(No. 13)

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

This Indenture, Made this 1-st day of May 1952

between Elwood C. Givens and Sara L. Givens, his wife

of Douglas County, in the State of Kansas of the first part, and
M.E. Kelly

of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said part 103 of the first part, in consideration of the sum of

Five Hundred Twenty Five (\$525.00)----- DOLLARS.

the receipt of which is hereby acknowledged, do _____ by these presents grant, bargain, sell and convey unto said part-
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:

Beginning at a point on the South line of Forrest Avenue 1014 feet South of the North line of the Northeast Quarter of Section Six(6), Twp Thirteen(13) Range Twenty(20), and 487 feet East of the East line of Barker Avenue, thence South 75 feet 6 inches; thence East 130 feet, more or less, to the center of Learnard Avenue; thence North along the center line of Learnard Avenue .75 feet 6 inches, more or less to the South line of Forrest Avenue, thence West along the South line of Forrest Avenue, 130 feet, more or less, to the place of beginning, subject to public roadway on the east thereof.

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

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said parties of the first part----- have this day executed and delivered

one certain promissory note to said part Y of the second part, for the sum of
Five Hundred Twenty Five (\$525.00)----- DOLLARS

bearing even date herewith, payable at 712 Mass. Street, Lawrence

Kansas, in equal installments of Sixty (\$60.00) DOLLARS
each, the first installment payable on the 1-st day of June, 19 52, the second

installment on the 1-st day of July 19 52, and one installment on the 1-st days of August 1952 and (\$60.00)---- in each month plus 6% int. 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 \$ 2500.00 with interest thereon at the rate of 6 1/2 per cent, payable monthly, and eventually, now if default shall be made in the payment of the amount secured by said first mortgage, then and in any event, should any interest thereon at the time it shall become due and payable according to the terms of said first mortgage be in arrears, then the payment of the principal and interest secured by this mortgage and the note secured hereon, 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 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.

Appraisal waived at option of mortgagee.

Now if said **Parties of the first part**

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. If said sum or sums of money, or any part thereof, or any interest thereon, shall not be paid or caused to be paid, then the assignment of every nature which are or may be assigned, 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 parties of the first part, for themselves and for 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 one first mortgage held by The Lawrence Building and Loan Association of Lawrence, Kansas

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 ye hereunto set their hand^s the day and year first above written.

ATTN:ST:

Clywood L. Gowers
Sara L. Gowers

The note being disbursed, having been paid in full. This mortgage is hereby released, and the loan money created discharged. As witness my hand this 17th day of February 1903, and the

M. E. Keller

This release
was written
on the original
manuscript
dated 1/2/67

THE CITY OF
of New York
1903
Harold A. Beck
Mayor of New York
Barbara Beck
District