

49917 BOOK 104

MORTGAGE

THIS INDENTURE, Made this 4th day of August in the year of our Lord nineteen hundred and fifty three by and between Ralph W. Kerns and Dorothy M. Kerns, husband and wife

of the County of Douglas and State of Kansas, parties of the first part, and THE STANDARD LIFE ASSOCIATION, of Lawrence, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of

-----Four thousand-----

DOLLARS

to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Commencing at the Northeast corner of the Southwest Quarter of Section 5, Township 13 South, Range 20 East of the 6th P.M., thence South 24 rods; thence West 20 rods; thence North 24 rods; thence East 20 rods to beginning, containing 3 acres.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of

-----Four thousand-----

DOLLARS,

according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

October 1	1953	\$ 42.44 and \$42.44 on the first	19	\$
	19	day of each month thereafter until	19	\$
	19	the full amount with interest is	19	\$
	19	paid. Payments applied first to	19	\$
	19	interest then due and the balance on	19	\$
	19	principal	19	\$

to the order of the said party of the second part with interest thereon at the rate of 5 per cent per annum, payable ~~semi-annually~~ ^{monthly} on the first days of each month and in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the Home Office of THE STANDARD LIFE ASSOCIATION, Lawrence, Kansas, or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten percent interest after maturity.