

50440 BOOK 105

## MORTGAGE

THIS INDENTURE, Made this 14th day of September in the year of our Lord  
nineteen hundred and Fifty-three  
by and between Elmer H. Smith and Elhora T. Smith, his wife,

of the County of Johnson 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 TWENTY-SEVEN  
HUNDRED \$2700.00 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 de-

scribed real estate, situated in the County of DOUGLAS and State of Kansas, to-wit:  
THE NE $\frac{1}{4}$  of Section No. 20, Township No. 14, Range No. 20 less, Beginning at the SW corner of the  
NE $\frac{1}{4}$  of said Section 20, thence East 107  $\frac{3}{4}$  rods, thence North 48 rods, thence West 107  $\frac{3}{4}$  rods,  
thence South 48 rods to beginning, - 32  $\frac{1}{3}$  acres; also less, Commencing 15 rods, 4 links West  
of the Southeast corner of the Northeast Quarter of said Section 20, thence West 18  $\frac{1}{2}$  rods,  
thence North 26 rods, thence East 18  $\frac{1}{2}$  rods, thence South 26 rods to beginning, - 3 acres; also  
less, Commencing at the Southeast corner of the Northeast Quarter of said Section 20, thence  
West 15 rods, 4 links, thence North 26 rods, thence East 15 rods, 4 links, thence South 26 rods to  
beginning, - 2  $\frac{1}{2}$  acres; also less, Commencing 33  $\frac{1}{2}$  rods West of the Southeast corner of said  
Northeast Quarter of said Section 20, thence West 18  $\frac{1}{2}$  rods, thence North 26 rods, thence East  
18  $\frac{1}{2}$  rods, thence South 26 rods to beginning, - 3 acres; also less, Beginning 26 rods North  
of the Southeast corner of the Northeast Quarter of said Section 20, thence West 52  $\frac{1}{4}$  rods,  
thence North 61  $\frac{1}{4}$  rods, thence East 52  $\frac{1}{4}$  rods, thence South 61  $\frac{1}{4}$  rods to place of beginning, -  
20 acres; also less, 2 tracts for cemetery purposes described as, Commencing 66 rods East and  
12 rods South of the Northwest corner of said NE $\frac{1}{4}$  of said Section 20, thence South 26 rods, thence  
West 12  $\frac{4}{13}$  rods, thence North 26 rods, thence East 12  $\frac{4}{13}$  rods to beginning, - 2 acres, and  
Beginning 53  $\frac{9}{13}$  rods East of the Northwest corner of said NE $\frac{1}{4}$  of said Section 20, thence South  
12 rods, thence East 10  $\frac{1}{2}$  rods, thence North 12 rods, thence West 10  $\frac{1}{2}$  rods to place of  
beginning.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances there-  
unto 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 succes-  
sors 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  
TWENTY-SEVEN HUNDRED \$2700.00 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:

July 1	1954	\$135.00	19	\$
July 1	1955	\$135.00	19	\$
July 1	1956	\$135.00	19	\$
July 1	1957	\$135.00	19	\$
July 1	1958	\$2,160.00	19	\$

to the order of the said party of the second part with interest thereon at the rate of 5 per cent per an-  
num, payable semi-annually, on the first days of January and July  
in each year, according to the terms of said note; both principal and interest and all other indebtedness accru-  
ing 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 princi-  
pal note may in writing designate, and said note bearing ten percent interest after maturity.