

51398 BOOK 105

MORTGAGE

THIS INDENTURE, Made this 5th day of February in the year of our Lord
nineteen hundred and fifty four
by and between Owen H. Smith and Mildred M. Smith, 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

-----Ten 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 de-
scribed real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot 11, less the South 23.52 feet thereof, in
Block 6 in Hillcrest Addition, an Addition to the
City of Lawrence.

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
-----Ten 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:

June 1	1954	\$66.00 and \$66.00 on the first days 19	\$
	19	of each succeeding month until	\$
	19	the full amount with interest	\$
	19	is paid.	\$
	19		\$
	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~~ ^{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 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.