

65594

BOOK 118

## MORTGAGE

THIS INDENTURE, Made this 11th day of April in the year of our Lord  
nineteen hundred and fifty eight  
by and between Allison L. Hornbaker and Arlabel S. Hornbaker, 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

-----Eleven 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:

Beginning at a point 220 feet East of the Southwest  
corner of the Southeast Quarter of Section 6, Township 13  
South, Range 20 east of the 6th PM; thence East 110 feet,  
thence North 321.09 feet; thence West 110 feet; thence  
South 321.09 feet to the place of beginning, less the  
South 30 feet thereof for Street, in 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

-----Eleven 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 10	19 58	\$ 91.63 and \$91.63 on the tenth day	19	\$
		of each succeeding month until		
	19	the full amount with interest	19	\$
	19	is paid. Final maturity date		
		May 1, 1973. Payments credited	19	\$
	19	first to interest, then due,	19	\$
	19	balance on principal.	19	\$

to the order of the said party of the second part with interest thereon at the rate of 5 3/4 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.