

67470 BOOK 119

MORTGAGE

THIS INDENTURE, Made this 10th day of October in the year of our Lord nineteen hundred and fifty eight by and between Trustees of The First Presbyterian church of Lawrence, Kansas.

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

-----Twenty eight 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:

Lots 69 and 71 on Vermont Street in the City of Lawrence and Beginning 1102 feet west of the Southeast corner of the North half of the Southwest Quarter of Section 36, Township 12 South, of Range 19 East, thence North 169 feet, for a point of beginning, thence West 88 feet, thence North 161 feet, thence East 88 feet, thence South 161 feet to the point of beginning less the North 25 feet thereof deeded for street purposes by the Deed recorded in Book 171, Page 50, in Douglas County, Kansas.

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

-----Twenty eight 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:

December 1	1958	\$192.36	and \$192.36 on the first day 19	\$
	19	\$	or each succeeding month until	\$
	19	\$	the full amount with interest 19	\$
	19	\$	is paid. Final maturity November 1,	\$
	19	\$	1978. Payments applied first	\$
	19	\$	to interest, then due, balance 19	\$
	19	\$	credited on principal. 19	\$

to the order of the said party of the second part with interest thereon at the rate of 5½ per cent per annum, payable ^{monthly} ~~semi-annually~~, 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.