

71314 BOOK 123  
**MORTGAGE**

THIS INDENTURE, Made this 21st day of September in the year of our Lord  
nineteen hundred and fifty nine

by and between Albert W. Burgstahler and Patricia L. Burgstahler, 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

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

The South 65 feet of Lot 4 in Block 13 in Babcock's Enlarged  
Addition to the City of Lawrence, together with an easement  
for the use, maintenance and repair of water line and sewer  
as the same is now located on the North 10 feet of said Lot 4  
in Block 13, in Babcock's Enlarged 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 suc-  
cessors 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  
-----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:

November 1	19 59	\$ 105.14	and \$105.14 on the first	19	\$
	19	\$	day of each month until the	19	\$
	19	\$	full amount with interest	19	\$
	19	\$	is paid. Any unpaid balance	19	\$
	19	\$	becomes due October 1, 1967.	19	\$
	19	\$	Payments applied first to	19	\$
	19	\$	interest, balance on principal	19	\$

to the order of the said party of the second part with interest thereon at the rate of 6 per cent per an-  
num, payable <sup>monthly</sup> 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 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.