

73482 MORTGAGE BOOK 12h

This Indenture Made this 15th day of APRIL

in the year of our Lord nineteen hundred and SIXTY

by and between MARCUS J. RANKIN and AVIS RUTH RANKIN, his wife

of the County of Shawnee and State of Kansas, parties of the first part, and ~~THE SHAWNEE NATIONAL BANK~~ party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
 -- FIVE THOUSAND and -- --00/100 -- -- 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:

The South Eighty (80) acres of the North One Hundred Thirty (130) acres of the Northwest Quarter (NW $\frac{1}{4}$) of Section Two (2), Township Twelve (12), South, Range Seventeen (17) East of the Sixth Principal Meridian.

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 -- FIVE THOUSAND and -- --00/100 -- -- 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: The sum of SIXTY and 67/100 -- DOLLARS, on the 20th day of each and every month, beginning May 20, 1960, up to and including March 20, 1970; the balance then due to be payable April 20, 1970; each such monthly payment shall be applied first to the payment of interest, and any balance of such monthly payment remaining after the payment of such interest, shall be applied in the reduction of the principal hereof, said interest to be computed to the order of the said party of the second part with interest thereon at the rate of 8 per cent per annum, payable semi-annually, on the first days of

and 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 office of the legal holder of the principal note~~ or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten per cent interest after maturity.