

77345 BOOK 128

**MORTGAGE**

THIS INDENTURE, Made this 21st day of June in the year of our Lord  
nineteen hundred and sixty one  
by and between Harold W. Sherman and Mary V. Sherman, 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

-----Seven 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 12 and 30/100 chains West of the South East corner of Lot  
No. Three (3) in the North East Quarter of Section No. Twenty-four  
(24) in Township No. Twelve (12), South of Range No. Nineteen (19),  
East of the Sixth (6th) P.M., thence running North 80 rods, thence  
West to the West line of said quarter section, thence South 80 rods,  
thence East to the place of beginning, except 448/1000 acres  
heretofore conveyed by deed recorded in Deed Book 16, Page 514, for  
graveyard purposes, and except right of way across the South side  
of said tract heretofore conveyed to William Gibson, and also  
except right of way of The Atchison, Topeka and Santa Fe Railway  
Company, said tract containing fifty acres, more or less.

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 succe-  
ssors 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

-----Seven 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:

January 1	62	\$150.00	July 1	62	\$150.00
January 1	19 63	\$150.00	July 1	19 63	\$150.00
January 1	64	\$150.00	July 1	64	\$150.00
January 1	19 65	\$150.00	July 1	19 65	\$150.00
January 1	65	\$150.00	July 1	65	\$150.00
January 1	19 67	\$150.00	July 1	19 67	\$150.00
January 1	68	\$150.00	July 1	68	\$150.00
January 1	19 69	\$150.00	July 1	19 69	\$150.00
January 1	70	\$150.00	July 1	70	\$150.00
January 1	19 71	\$150.00	July 1	19 71	\$4,150.00

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 semi-annually, on the first days of January and July  
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.