

77666 BOOK 128

MORTGAGE

THIS INDENTURE, Made this 24th day of July in the year of our Lord nineteen hundred and sixty one by and between Francis H. Heller and DonnaMunn Heller, 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

-----Twenty two thousand five hundred-----

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:
 Lot #23 of Grand View Place more particularly described as follows: Begin at an iron pin 94.5 ft. East & 140 ft. South of the NW corner of Sec. 1-13-19; th South 34 deg. 34 min. West 85 ft. to an iron pin; th South 15 deg. West 25 ft; to an iron pin; th South 68 deg. 46 min. East 142 ft. to an iron pin; th North 18 deg. 23 min. East 105 ft. to an iron pin; th North 67 deg. 25 min. West 120 ft to an iron pin and the point of beginning in the City of Lawrence; also a tract Beginning at an iron pin which is 94.5 ft East & 140 ft South of the NW corner of Sec. 1-13-19 East, the same being the NW corner of Lot #23 of Grandview Place as described in Book #143, Page 433 of Douglas Co., Kansas records, th North 67 deg. 25 min. West, 29 ft; th South 15 deg. West, 84.35 ft. to a point on the West line of said Lot #23, being 25 ft from the SW corner of said Lot ; th North 34 deg. 34 min. East, 85 ft to the place of beginning, said tract containing 0.027 A. more or less; also a tract; Beginning at an iron pin which is 1135 ft East & 30 ft South of the NW corner of Sec. 1-13-19 East th South 27 deg. 3 min. West 175 ft to an iron pin, th South 18 deg. 23 min. West 105 ft to an iron pin, being the SE corner of Lot 23 Grandview Place as described in deed 143, page 433, th South 57 deg. East 50 ft to an iron pin, being the SW corner of a tract of land conveyed by deed 148, page 510, th in a Northeasterly direction on a curve to right having a radius of 1567 ft, 308.6 ft, th West 56.2 ft, more or less, to the point of beginning, known as "Meadow Lane", located in the NW 1/4 of Sec. 1-13-19 East, containing .388 acres, more or less.

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 two thousand five hundred-----

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:

September 1	1961	\$ 161.21	and \$161.21 on the first day 19	\$
	19	\$	of each succeeding month until	\$
	19	\$	the full amount with interest	\$
	19	\$	is paid. Final maturity date	\$
	19	\$	August 1, 1981. Payments	\$
	19	\$	applied first to interest.	\$
	19	\$	balance on principal.	\$

to the order of the said party of the second part with interest thereon at the rate of 6 per cent per annum, 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 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.