

80317 BOOK 131

MORTGAGE

THIS INDENTURE, Made this 30th day of April in the year of our Lord nineteen hundred and sixty two

by and between Lester D. Traxler and Catherine M. Traxler, 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

-----Four 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:

Beginning 60 rods 4 feet and 7 inches north of the SE corner of SW $\frac{1}{4}$ of Section 34, Township 11, Range 18, thence West 208 feet 7 inches, thence West 15 degrees South 208 feet 7 inches, thence South 115 $\frac{1}{2}$ feet, thence West to the middle of Coon creek, thence Northwesterly direction following the meanderings of said Coon creek to the South line of a parcel of land owned by Mrs. A.L. Reeder, thence East to a point 47 rods East of the West line of said Quarter Section, thence North 22 rods thence East 111 rods, thence South 22 rods, thence East 1 rod, thence South 10 rods, thence East 1 rod, thence South 38 rods 11 feet 11 inches to the place of beginning, containing 49 acres more or less, less the following described tract, Beginning 131 rods North and 2 rods west of the Southeast corner of the Southwest Quarter of said Section 34, thence South 12 rods, thence West 9 rods, thence North 12 rods, thence East 9 rods to the place of beginning, containing 108 square rods or 2/3rd of an acre, 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

-----Four thousand-----

DOLLARS,

according to the terms of one certain mortgage note of ever date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

June 1	19 62	\$ 70.00 and \$70.00 on the first day	19	\$
	19	of each succeeding month until the	19	\$
	19	full amount with interest is paid.	19	\$
	19	Final maturity date May 1, 1969.	19	\$
	19	Payments applied first to interest	19	\$
	19	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 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.