

82702 BOOK 132

MORTGAGE

THIS INDENTURE, Made this 30th day of November in the year of our Lord nineteen hundred and sixty two by and between Paul E. Rogers and Mary Frances Rogers, 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

-----Thirty one 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 at a point on the West side of Massachusetts Street in the City of Lawrence three hundred thirty-nine (339) feet North of the South line of the Southwest Quarter of Section Thirty-one (31), Township Twelve (12), Range Twenty (20); Thence North Fifty-nine (59) feet, more or less, to the South line of Adams Street (now Fourteenth Street); thence West along the South line of Adams Street Eighty-five (85) feet; thence South Forty-seven (47) feet, more or less, to a point due west of a point twelve (12) feet North of the point of beginning; thence West Fifty (50) feet; thence South Twelve (12) feet; thence East to the point of beginning; also Beginning at a point in the City of Lawrence at a point 351 feet North of the South line of the Southwest Quarter of Section Thirty-one (31), Township Twelve (12), Range Twenty (20) and 85 feet West of the West side of Massachusetts Street produced South for a point of beginning; thence North 47 feet more or less to the South side of Adams (now Fourteenth) Street; thence West along said South side of Fourteenth Street 50 feet; thence South 47 feet more or less to a point due West of the place of beginning; thence East to the place of beginning, all in the City of Lawrence

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

-----Thirty one 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	1963	\$261.64	and \$261.64 on the first day 19	\$
	19	\$	of each succeeding month thereafter	\$
	19	\$	until the full amount is paid	\$
	19	\$	Any unpaid balance becomes due,	\$
	19	\$	December 1, 1977. Payments	\$
	19	\$	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 ~~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.