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481
Reg. No. 2,287
Fee Paid \$150.00

10261 MORTGAGE
BOOK 147

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

by and between
Robert E. Shmalberg and Jacqueline R. Shmalberg, 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
Sixty Thousand and no/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 de-
scribed real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lots 93 and 95 on New Hampshire Street, in the City of
Lawrence, Douglas County, Kansas

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 succes-
sors 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
Sixty Thousand and no/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:

October 1,	1967	\$ 673.74	and \$673.74 on the first	19	\$
	19	\$	day of each succeeding	19	\$
	19	\$	month until said note is	19	\$
	19	\$	paid in full. Final	19	\$
	19	\$	maturity date is	19	\$
	19	\$	September 1, 1977	19	\$
	19	\$		19	\$

to the order of the said party of the second part with interest thereon at the rate of 6 1/2 per cent per an-
num, 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 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.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said
premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the build-
ings which are now or may hereafter be upon the premises unceasingly insured to the amount of

Fifty Thousand and no/100-----DOLLARS,
in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the
amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the
policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed
that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties
of the first part for collection. At the election of the said party of the second part, the insurance moneys shall
be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish
any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid
taxes or assessments charged against said property, and may insure said property if default be made in the
covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be
secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclo-
sure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the
whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and
profits of the said premises are pledged to the party of the second part as additional and collateral security for
the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the pos-
session of said property, by receiver or otherwise, as it may elect.