

MORTGAGE

15707

BOOK 152

THIS INDENTURE, Made this 10th day of December in the year of our Lord nineteen hundred and sixty eight by and between

Eugene L. Hardtarfer and Florence L. Hardtarfer, Husband and wife

of the County of Douglas and State of Kansas, parties of the first part, and the STANDARD MUTUAL LIFE INSURANCE COMPANY, Lawrence, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eighty-two Thousand Five Hundred 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 described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Commencing on the West line of Tennessee Street, in the City of Lawrence, extended 283 feet North of the South line of Southwest Quarter of Section 31, Township 12, Range 20, at the Northeast corner of land deeded to Ripley W. Sparr, May 25, 1887, thence West along the North line of said Sparr tract 100 feet; thence North 100 feet more or less to the South line of Adams Street, thence East on the South line of Adams Street 100 feet to the West line of Tennessee Street, thence South 100 feet more or less to the place of beginning, in the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with all and singular the hereunto and appurtenances thereunto belonging or in anywise appertaining, and all rights of home and 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 Eighty-two Thousand Five Hundred 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:

February 1, 1969	\$677.29	on the first
		day of each succeeding
		month until said note is
		paid in full. Maturity
		date is January 1, 1989

to the order of the said party of the second part, with interest thereon at the rate of 7 3/4 per cent per annum, payable monthly on the first days of each month, 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 Standard Mutual Life Insurance Company, 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.