

21065

# MORTGAGE

BOOK 159

THIS INDENTURE, Made this 8th day of January in the year of our Lord  
nineteen hundred and seventy-one  
by and between John Skie

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  
Twenty-Five 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:

An undivided one-half interest in and to

The North 20 Acres of the East 100 Acres of the Southeast  
Quarter of Section Eleven (11), Township Thirteen (13),  
Range Nineteen (19), in the City of Lawrence; said tract  
now being Lot One (1) and parts of Lots Two (2) and  
Three (3), in Auto Plaza Subdivision, an Addition to the  
City of Lawrence, as shown by the recorded plat thereof.

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  
Twenty-Five 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:

19	\$	19	\$
19	\$	19	\$
19	\$	19	\$
19	\$	19	\$
19	\$	19	\$

to the order of the said party of the second part with interest thereon at the rate of 8 per cent per an-  
num, payable semi-annually, on the first days of January 1, 1972 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 Standard Mutual  
Life Insurance Company, 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

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.