

33959 Book 93

MORTGAGE

THIS INDENTURE, Made this 12th day of November in the year of our Lord nineteen hundred and forty-seven by and between Earle W. Durbin and Josephine B. Durbin, 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

Five 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 the Southwest Corner of the Northwest Quarter, Section 36, Township 12, Range 19; thence East along the South line of said quarter section 730.09 feet or 11.06 chains; thence North 1193.28 feet or 18.06 chains to the North line of Warren (now 5th) street produced; thence West along the North line of Warren Street produced 730.09 feet or 11.06 chains; thence South 1193.28 feet or 18.06 chains to place of beginning, containing 20 acres, more or less, less the west 369.045 feet thereof.

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

Five 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:

June 1, 1948	100.00	December 1, 1952	\$ 100.00
December 1, 1948	\$ 100.00	June 1, 1953	100.00
June 1, 1949	\$ 100.00	December 1, 1953	\$ 100.00
December 1, 1949	\$ 100.00	June 1, 1954	\$ 100.00
June 1, 1950	\$ 100.00	December 1, 1954	\$ 1,000.00
December 1, 1950	\$ 100.00		
June 1, 1951	\$ 100.00		
December 1, 1951	\$ 100.00		
June 1, 1952	100.00		

to the order of the said party of the second part with interest thereon at the rate of 4 1/2 per cent per annum, payable semi-annually, on the first days of June and December.

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.