

MORTGAGE 3787 BOOK 95

THIS INDENTURE, Made this 27th day of April in the year of our Lord nineteen hundred and forty-nine by and between W. A. Owen and Wincy A. Owen 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

-----Ten 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:

The Northeast quarter of Section 17, West one-half of Section 9, East one-half of Section 8, Southwest quarter of Section 4, East one-half of Southeast quarter of Section 5, all in Township 14 and Range 18; and a 12 acre tract more particularly described as "Commencing at the center of the public road 49 rods north of the Southeast corner of the Southeast quarter of the Northwest quarter of Section 8, Township 14 South, Range 18 East of the 6th P.M.; thence running North 61 rods to the Northeast corner of the said Southeast Quarter or said Northwest Quarter of said Section 8, thence west 36 rods; thence South 45 rods to the center of County Road; thence southeasterly along the center of said road to the place of beginning, containing 12 acres more or less.

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

-----Ten 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:

May 1	19 50	\$ 500.00	19	\$
May 1	19 51	\$ 500.00	19	\$
May 1	19 52	\$ 500.00	19	\$
May 1	19 53	\$ 500.00	19	\$
May 1	19 54	\$ 8,000.00	19	\$

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 May and November 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.

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 buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of

-----Ten thousand----- 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.