

38162 BOOK 95
MORTGAGE

THIS INDENTURE, Made this 9th day of June in the year of our Lord nineteen hundred and forty-nine by and between Edwin A. Fritz, and Mary Gladys Fritz, Husband & 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

SIX 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 a stone 1983 feet South of the Northeast corner of the Southwest Quarter of Section 24, Township 12 South, Range 19 East, thence West 550 feet, thence North 899.5 feet, thence East 550 feet to the Quarter section line, thence South 899 feet to the point of beginning and containing 11.354 acres more or less, and

Beginning at the Northeast corner of the Southwest quarter of Section 24, Township 12 South, Range 19 East, thence West 550 feet, thence South 1065.20 feet, thence East 550 feet, thence North 1085.20 feet to the place of beginning, and containing 13.7 acres, more or less, all in Douglas County, Kansas.

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 SIX 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:

August 1	19 49	\$ 50.00, and \$50.00 on the first day 19	\$
of each succeeding month to	July 1, 1959, at which time any unpaid balance	becomes due.	
	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 4 per cent per annum, 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 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.