

38829 BOOK 96

REAL ESTATE MORTGAGE

THIS MORTGAGE, made the 25th day of August, A.D. 1949, between WILLIAM F. BODIN and JEANNETTE HOUK BODIN, husband and wife in the County of Douglas, and State of Kansas, parties of the first part, and the JEFFERSON STANDARD LIFE INSURANCE COMPANY of Greensboro, North Carolina, a Corporation, party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to party of the second part for money borrowed in the sum of Twenty-Five Thousand and no/100 Dollars, to secure the payment of which they have executed their promissory note, of even date herewith, for the principal sum of Twenty-Five Thousand and no/100 Dollars, with interest from date, until maturity, at the rate in said note set forth; being an instalment note by the terms of which the said parties of the first part agree to pay to second party, or order, the principal and interest in quarterly instalments as follows, namely:

Beginning on the 25th day of November, 1949, Five Hundred Dollars; and on the 25th day of February, 1950, Five Hundred Dollars; and on the 25th day of May, 1950, Five Hundred Dollars; and Five Hundred Dollars on the 25th day of each August, November, February, and May, thereafter, up to and including the 25th day of February, 1962, the entire unpaid principal balance and all accrued and unpaid interest shall be due and payable. In addition to said principal payments, interest to be paid on said dates, at the rate of 5½%, on the unpaid balance.

Said note provides that if any of the principal and interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent per annum, and said note is made payable to the order of said Jefferson Standard Life Insurance Company at its office in the city of Greensboro, North Carolina, or at such other place as the holder thereof may designate in writing; in lawful money of the United States of America.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and inter-