

39466 BOOK 96  
**MORTGAGE**

THIS INDENTURE, Made this 8th day of November in the year of our Lord  
nineteen hundred and forty-nine  
by and between Albert Pickett and Rosa Pickett, 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  
-----Four 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 de-  
scribed real estate, situated in the County of Douglas and State of Kansas, to-wit:

Southeast Quarter (SE $\frac{1}{4}$ ) Section 28,  
Township 14, Range 18.

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 suc-  
cessors 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  
-----Four 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	\$ 200.00	November 1	19 50	\$ 200.00
and \$200.00 on corresponding day of each six months thereafter until full amount					
is paid.					
	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 $\frac{1}{2}$  per cent per an-  
num, 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 accru-  
ing 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 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

-----Three thousand five hundred----- 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.