

BOOK 402 PAGE 552

MORTGAGE
(Kansas)

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Book 112

THIS INDENTURE, made this Sixth day of April, 1956
by and between

Kenneth O. von Achen and Dorothy E. von Achen, husband and wife,

of the County of Douglas and State of Kansas, parties of the first part, and the
METROPOLITAN LIFE INSURANCE COMPANY, a corporation with its principal office at 1 Madison
Avenue, New York, N. Y., party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of -----

Fourteen Thousand ----- Dollars (\$14,000.00)
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 Counties of Johnson and Douglas
and State of Kansas, to wit:

The West Half of the northwest quarter of Section Eleven, in Township Thirteen
South, of Range Twenty-one East, in Johnson County, Kansas.

Also, part of Section Ten, in Township Thirteen South, of Range Twenty-one East,
described as follows: Beginning at the Northeast corner of the Northeast quarter
of the Northeast quarter of said Section Ten, thence South sixty rods, thence
West twenty-four rods, thence North twenty-one rods ten feet, thence Northeasterly
to a point ten rods West of the East line of said Northeast quarter of the North-
east quarter, thence Northwesterly to a point in the North line of said Northeast
quarter of the Northeast quarter eighteen rods West of the Northeast corner of
said Northeast quarter of the Northeast quarter, thence East to point of beginning;
also, the Northwest quarter of the Northeast quarter, except three acres lying
East of creek which runs in a Northeasterly direction, and also the South Half of
the Northeast quarter and the South quarter of the Northeast quarter of the North-
east quarter and the North thirteen and one-third acres of the North Half of the
Southeast quarter; all in Section Ten, in Township Thirteen South, of Range Twenty-
one East, Douglas County, Kansas.

and the party of the first part hereby grants, sells, and conveys unto the party of the second part, or its assigns,
all of the rents, issues, uses, and profits of said land and the crops raised thereon from now until the debt secured
shall be paid in full.

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 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 they hereby
covenant to 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 Fourteen Thousand ----- Dollars,

according to the terms of one certain Mortgage Note of even date herewith, executed
by said parties of the first part, and payable to the order of the said party of the second part with interest
thereon as therein provided

payable annually, on the 1st day of July next

in each year, the final instalment due 7-1-76, 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, with exchange on the City of New York, which shall be legal tender in payment of all debts and dues,
public and private, at the time of payment, at the office of Metropolitan Life Insurance Company, 1 Madison
Avenue, New York, N. Y., or at such other place as the legal holder of the principal Note may in writing
designate, with 12 percent interest after maturity.