

MORTGAGE  
(Kansas)

61119 BOOK-114

THIS INDENTURE, made this Twelfth day of September, 1956  
by and between

Arthur F. Madl and Janice Madl, 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

Seven Thousand ----- Dollars (\$7,000.00)  
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 Douglas and Franklin  
and State of Kansas, to wit:

The West Half of the Southwest Quarter of Section  
Thirteen, in Township Fifteen South, of Range Twenty  
East, Douglas County;

The South Half of the Southeast Quarter of Section  
Twenty-two, in Township Fifteen South, of Range  
Twenty East, Franklin County.

This Mortgage is given to secure a deferred purchase money  
Note and represents funds advanced by the Metropolitan Life  
Insurance Company to take up the balance of the purchase  
price of that part of the above land described as the West  
Half of the Southwest Quarter of Section Thirteen, in Township  
Fifteen South, of Range Twenty East, Douglas County, Kansas,  
acquired by deed, or deeds, vesting title in said parties of  
the first part hereto.

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 Seven 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 semi-annually, on the 1st days of February and August

in each year, the final instalment due 8-1-77, 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 10 percent interest after maturity.