

MORTGAGE
(Kansas)

61497 BOOK 111

THIS INDENTURE, made this Twentieth day of December, 196.

by and between

Otis C. Heine and Mary Heine, husband and wife, and
Henry Heine, a single man,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 - - - - -

Sixteen Thousand Five Hundred - - - - - Dollars (\$16,500.00
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 County of Douglas and State of Kansas, to wit: The Southwest Quarter of Section 28, in Township 13, of Range 18, and that part of the Northwest Quarter of Section 28, in Township 13, of Range 18, as follows: Beginning at a stake in the Southwest corner of the North Half of the South Half of Northwest Quarter, thence East 33 chains to a stone in old Clinton State Road; thence South by 45.75 degrees East 4.39 chains; thence East 4.475 chains to a stake on east line of said Quarter Section; thence South 6.535 chains to center of said Section; thence West 40 chains to West line of said Quarter Section; thence North 10 chains to point of beginning. The East 120 acres of the Southwest Quarter of Section 21, in Township 13, of Range 18, also the North Half of the Northwest Quarter of Section 28, in Township 13, of Range 18, and beginning at the Southwest corner of the North Half of said Northwest Quarter of Section 28, thence North 80-3/4 degrees East 40 chains; thence South 94 degrees East 13.535 chains; thence South 80-3/4 degrees West 4.485 chains; thence North 45-3/4 degrees West 4.39 chains to a stone in the Clinton Road; thence South 80-3/4 degrees West 33 chains; thence North 94 degrees West 10.35 chains to the place of beginning. Part of the Northeast Quarter of Section 22, in Township 13, of Range 18, described as follows: Commencing at the Southwest corner of said Northeast Quarter, running thence North to Fourth Street, in the Town of Clinton, thence East to L Street, thence South to a point 133 feet South of Sixth Street, thence East to K Street, thence South to South line of said Quarter Section, thence West on said Quarter Section line to the place of beginning, otherwise described as: Commencing at the Southwest corner of the Northeast Quarter of Section 22, in Township 13, of Range 18, thence North 1660 feet, thence East 898 feet, thence South 1304 feet, thence East 356 feet, thence South to the South line of said Quarter Section, thence West to the place of beginning. The East Half of the Northeast Quarter of Section 5, in Township 14, of Range 18, except a certain tract of land described as follows: Commencing at the Southeast corner of the Northeast Quarter of said Section 5, in Township 14, of Range 18, thence North on the East line 96 rods, thence West 8-1/3 rods, thence South to the center of Rock Creek, thence along the bed of Rock Creek 25 rods to the East line of J. L. Moss land, the same being 33-1/3 rods due West from the East line of said Section 5, thence due South along the East line of said land owned by John L. Moss to the South line of said Northeast Quarter Section, thence East 33-1/3 rods to the place of beginning.

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 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 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 Sixteen Thousand Five Hundred - - - - - 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 May and November

in each year, the final instalment due 11-1-76, 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 4 percent interest after maturity.