

MORTGAGE  
(Kansas)

64764

Book 117

THIS INDENTURE, made this seventh day of October, 1957,  
by and between Arthur S. Peck and Leora J. Peck, husband and wife; Charles J. Brown,  
a single man; and Eugene W. Haley and Betty Jo Haley, 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 - - - - -

Twenty Thousand - - - - - Dollars (\$ 20,000.00)  
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 County of Douglas  
and State of Kansas, to wit:

The Northwest Quarter of Section Eleven, in Township  
Thirteen South, of Range Nineteen East.

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 the above described  
lands, acquired by deed, or deeds, vesting title in  
the 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 Twenty 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 semiannually, on the 1st days of February and August

in each year, the final instalment due 2-1-78, 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 6 percent interest after maturity.