

MORTGAGE
(Kansas)

66344

BOOK 118

THIS INDENTURE, made this 26th day of May, 1958,
by and between Frank W. Houk, 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 -----

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 County of Douglas
and State of Kansas, to wit:

The East sixty-three acres of the South Half of the
Southeast Quarter of Section Twenty-six, and the
Southeast Quarter of Section Thirty-five, all in
Township Twelve South, of Range Eighteen East; also,
the Northeast Fractional Quarter of Section Five, in
Township Thirteen South, of Range Eighteen 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 that part of the above
described lands located in Section Five, in Township
Thirteen South, of Range Eighteen East, acquired by
deed, or deeds, vesting title in the said party 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 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 semi-annually, on the 1st days of May and November

in each year, the final instalment due 11-1-78, 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 8 percent interest after maturity.