MORTGAGE (Kansas)

67210 BOOK 119

, 1958, September THIS INDENTURE, made this 10th day of by and between Erwin M. Hammig Jr., and Lois L. Hammig, 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 -

Forty-Four Hundred - Dollars (\$4,400.00) 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 Forty-Four Hundred - - - -

estate, situated in the County of and State of Kansas, to wit: Douglas

The West Half of the Northwest Quarter of Section Eight, in Township Thirteen South of Range Ninsteen 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 accuired 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 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 . Forty-Four Hundred - - - 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 days of Octoberand .

in each year, the final instalment due 10/1/73 , 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.