

MORTGAGE
(Kansas)

69251 BOOK 121

THIS INDENTURE, made this 9th day of April, 1939,
by and between Joseph E. Davis and Ruth M. Davis, 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 - - - - -

Twelve Thousand - - - - - Dollars (\$12,000.00)
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:

Approximately Two acres in the Northeast Quarter of Section Thirteen,
in Township Thirteen South, of Range Twenty East described as follows:
Starting at the Southeast corner of aforesaid Quarter Section thence
North on the Section line to the middle of Little Wakarusa Creek; thence
down the center of said creek to the crossing of the creek by the
aforesaid section line, continued north, said tract lying in the bend
of said creek on the east side thereof; also the Northwest Quarter of
Section Eighteen, in Township Thirteen South, or Range Twenty-one 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 Twelve 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 March and September

in each year, the final instalment due 1-1-79, 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.