

MORTGAGE  
(Kansas)

86143 BOOK 136

THIS INDENTURE, made this 24th day of October, 1963,

by and between Alvin M. Fishburn and Angeline M. Fishburn, 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-three Thousand Five Hundred - - - - - Dollars (\$23,500.00) 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 Southeast Quarter of the Southeast Quarter of Section Eleven; and the South Forty acres of the Southeast Quarter, and the Southwest Quarter of Section Twelve; and the North Eighty acres of the Northeast Quarter of Section Thirteen, and the West Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter, and the North Half of the Northwest Quarter of the Northwest Quarter of Section Thirteen, except a tract described as beginning at a point on the West line of Section Thirteen, Two Hundred Two and Forty Hundredths feet South Eighteen minutes East from the Northwest corner of said Section, thence South Eighty degrees Nineteen minutes East Eleven Hundred Sixty-four and Sixty Hundredths feet, thence South Twelve degrees Twenty-three minutes East Two Hundred Sixty-nine and Eighty Hundredths feet, thence South Eighty-nine degrees Fifty-nine minutes West Twelve Hundred Three and Fifty-four Hundredths feet to the West line of said Section, thence North Eighteen minutes West Four Hundred Fifty-nine and Seventy-six Hundredths feet to point of beginning, all in Township Fourteen South, of Range Eighteen East.

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 Twenty-three Thousand Five Hundred - - - - - 3 - - - - - 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 May and November

in each year, the final instalment due 11-1-88, 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.