

MORTGAGE
(Kansas)

80713 BOOK 136

THIS INDENTURE, made this 15th day of October, 1963,
by and between 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-two Thousand - - - - - Dollars (\$22,000.00)
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, except the West Fifty acres thereof, and the Southwest Quarter of the Northeast Quarter of Section Eleven, all 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 that part of the above lands described as the Southwest Quarter of the Northeast Quarter of Section Eleven, in Township Thirteen South, of Range Nineteen East, acquired by deed, or deeds, vesting title in 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 Twenty-two 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 annually, on the 1st day of 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.

Second—That the parties of the first part agree to keep all buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises increasingly insured for their insurable value in insurance companies acceptable to the party of the second part, with policies payable to it in case of loss to the amount then secured by this Mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

Third—That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien, or incumbrance on the premises hereby conveyed; and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the herein-described real estate, and be secured by this Mortgage, and may be recovered, with interest at 8 percent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.