

MORTGAGE
(Kansas)

87009

BOOK 136

THIS INDENTURE, made this 4th day of February, 1964,
by and between Harold C. Seele and Anna Lea Seele, 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 -----

Ten Thousand Five Hundred ----- Dollars (\$10,500.00)

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 Nineteen, and
the West Half of the Northwest Quarter of Section Twenty-nine, all in
Township Fourteen South, of Range Nineteen 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 ----- Ten Thousand Five Hundred ----- 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~~ February and August

in each year, the final instalment due 2-1-67, 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 unceasingly 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 fore-
closure 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.

Fourth--That the parties of the first part hereby agree to pay all taxes and assessments, general or
special, which may be assessed in the State of Kansas upon the said land, premises, or property, or in the event
of the passage, after the date of this Mortgage, of any law deducting any lien thereon from the value of land for
the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages or debts
secured by mortgage or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole
of the principal sum secured by this Mortgage, together with the interest due thereon, shall, at the option of
the said party of the second part, without notice, become immediately due and payable. The parties of the
first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain
delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes,
and further agree to furnish annually to the party of the second part, on or before the 10th day of July the
certificate of the proper authority, showing full payment of all such taxes and assessments.

Fifth--It is further mutually covenanted and agreed that the party of the second part, its successors and
assigns, shall, at their option, be subrogated to the lien, although released of record, of any prior encumbrance,
mechanic's, vendor's, or other lien or liens on said premises paid out of the proceeds of the loan secured hereby.