

Reg. No. 565  
Fee Paid \$65.00

**MORTGAGE**  
(Kansas)

2302 BOOK 141

THIS INDENTURE, made this 23rd day of December, 1964,  
by and between Aubrey F. Fishburn and Dorothy L. 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-six Thousand - - - - - Dollars (\$ 26,000.00  
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 Northeast Quarter of the Northwest Quarter, and the South Half of the Northeast  
Quarter, and the Southeast Quarter of Section Thirty-five, in Township Thirteen  
South, of Range Eighteen 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 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-six 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 semi annually, on the 1st days of March and September

in each year, the final instalment due 9-1-90, 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.