THIS INDENTURE, made this 14th ... day of March. 1969. hy and between Jack Wiseman (also known as Jackson Wayne Wiseman) and Talitha Wiseman, (also known as Talitha E. Wiseman) husband and wife 270

BOOK 153 16831

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 :

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WITNESSETH, That the said parties of the first part, in consideration of the sum of - - - - -

Thirty-nine Thousand - ---- Dollars (\$39,000.00 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 ---- - - Dollags (\$39,000.00)

estate, situated in the County of Douglas

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estate situated in the County of Douglas and State of Kansas, to wit: The Northeast Quarter of Section Ten, in Township Fourteen bouth, of Range Twenty* East, except a tract described as beginning at the Northeest corner of said Section Ten, thence running Four Hundred Sixty-six and Seven Tenths feet west, thence south Four Hundred Sixty-six and Seven Tenths feet, thence east Four Hundred Sixty-six and Seven Tenths feet, thence north Four Hundred Sixty-six/and Seven Tenths feet to the point of beginning, and except a tract described as beginning at a point Two Hundred Ninety-five feet and Nine inches north of the Southwest corner of the North-east Quarter of said Section Ten, thence north along the quarter section Line, One Hundred Forty-seven and Fifty-eight hundredths feet, thence due east Two Hundred Ninety-five and Sixteen Hundredths feet, thence due south (ne Hundred Forty-seven and Fifty-eight Hundredths feet, thence due west Two Hundred Ninety-five and Sixteen Hundredths feet, along the north line of land now owned by the Vinland Cemetery Association, to point of beginning, and except two acres in a square form in the Southwest corner of the Northeest Quarter of said Section Ten.

And, the West Half of the Northwest Quarter of Said Section Ien. South, of Range Twenty East, except a tract described as beginning at the Northwest corner of said Section Eleven, thence east on the section line Six Hundred feet, thence south parallel to the west line of said section Two Hundred Sixty feet, thence west parallel to the north line of said section Six Hundred feet to the section line, thence north on the section line Two Hundred Sixty feet to the point of beginning.

This Mortgage is given to secure a deferred Purchase Money Note, which represents funds advanced by mortgages to pay for the balance of the purchase price paid to the grantor for that part of the above described land located in Section Ten, and is to be deemed given for the purchase price and the continuation of the original vendor's lien on said and the party of the first part hereby grants, sells, and conveys unto the party of the second part, or its assigns, premises all of the rents, issues, uses, and profits of said land and the crops raised thereon from now usual 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 chains 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 Thirty-nine Thousand - - - - -

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 Jan. and July

in each year, the final instalment due 1-1-94 , according to the terms of said Note: both principal and interest and all other fidebtedness 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 a percent interest after maturity. In the event that the mortgaged premises, or any portion thereof be sold or conveyed prior to the time the indebtedness secured hereby shall have been paid in full, then the entire indebtedness secured by this Mortgage shall, at the option of the Mortgagee, become due and payable, except the mortgagors reserve the right to convey these premises to their family owned corporation.

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 hen secured by this Mortgage; to assign and deliver to it, with satisfactory mortgagee chauses, all the policies of insurance on said buildings and to pay all insurance moneys or may deliver the policies to the said parties of the irst 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.