

49340 BOOK 104

Loan No.

AMORTIZATION MORTGAGE

THIS INDENTURE Made this 3rd day of JUNE, 1953, between

ELLEN F. MELVILLE, a single woman

of the County of DOUGLAS, and State of KANSAS, hereinafter called mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, hereinafter called mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS, to hereinafter called mortgagee, receipt of which is hereby acknowledged, mortgagee to said mortgagor, all of the following described real estate situated in the County of DOUGLAS, and State of KANSAS, to-wit:

The Northwest Quarter of Section Seven and the North 160 acres of the Northwest Quarter of Section Eight, all in Township Fourteen South, Range Twenty-one East of the 6th P. M.

CONTAINING in all 280 acres, more or less, according to the U. S. Government Survey thereof.

Together with all privileges, hereditaments and appurtenances therunto belonging, or in any wise appertaining, including all water, irrigation and drainage rights of every kind and description, however evidenced or manifested, and all rights-of-way, appurtenances and fixtures belonging to or used in connection therewith, whether owned by mortgagor at the date of this mortgage, or thereafter acquired.

This mortgage is given to secure the payment of a promissory note of even date herewith, executed by mortgagor to mortgagee in the amount of \$ 10,000.00 with interest at the rate of 4% per cent per annum, said principal, with interest, to be paid in equal monthly installments, the last installment being due and payable on the 1st day of DECEMBER, 19 58, and providing that delinquent payments shall bear interest at the rate of 6% per cent per annum.

Mortgagee hereby agrees and agrees with mortgagee as follows:

- 1. To pay the principal amount of the note(s) due to all of said above described real estate; to have good and valid title to the same, free from all encumbrances and to warrant and defend the same against all claims of all persons whatsoever.
- 2. To pay when due all payments provided for in the note(s) secured hereby.
- 3. To pay when due all taxes, assessments, or assessments which may be lawfully assessed or levied upon the above described real estate.
- 4. To maintain and have repaired buildings and other improvements now on, or which may hereafter be placed on, said premises, against loss or damage by fire and/or tornado, or other cause, and against any liability to mortgagee, any liability extending with assurance to be deposited with, and how the same to be payable to mortgagee, as by instructions on file at office of mortgagee, and subject to general regulations of the bank (The Federal Land Bank of Wichita) or if not so specified may be used to pay for reconstruction of the same (The Federal Land Bank of Wichita) or if not so specified may, at the option of mortgagee, be applied in payment of any delinquency, interest or amounts, secured by this mortgage.