

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 31st day of AUGUST, 1953, between

WILLIAM J. BRINK and BETTY LOU BRINK, his wife

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

THREE THOUSAND TWO HUNDRED AND NO/100 (\$3200.00) DOLLARS, in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgages to said mortgagee, all of the following described real estate situate in the County of DOUGLAS, and State of KANSAS, to-wit:

TRACT I:

Beginning at a point on the West line of Section Thirty, Township Thirteen South, Range Eighteen East of the 6th P. M. 682.75 feet North of the Northwest corner of the Southwest Quarter of Section Thirty; thence East parallel with the South line of the Northwest Quarter of Section Thirty to the East line of the Northwest Quarter of Section Thirty; thence North on the East line to the Northwest Quarter 678.5 feet, thence West parallel with the South line of the Northwest Quarter to the West line of the Northwest Quarter; thence South along the West line of the Northwest Quarter of Section Thirty, Township Thirteen South, Range Eighteen East of the 6th P. M. 678.5 feet to the place of beginning, containing 34.783 acres more or less.

TRACT II:

The South 35 acres of the Northwest Quarter of Section Thirty, Township Thirteen South, Range Eighteen East of the 6th P. M.

TRACT III:

The Southwest Quarter of Section Thirty, Township Thirteen South, Range Eighteen, less the following described tract: Beginning at the Southeast corner of said Southwest Quarter; thence North 30 rods; thence 96 rods and 4 feet in a Northwesterly direction; thence South 32 rods and 12 feet to the South line of said Quarter Section; thence East to the place of beginning all in Section Thirty, Township Thirteen South, Range Eighteen East of the Sixth Principal Meridian.

And also right of way for road, 20 feet wide from North to South adjacent to a natural watercourse or ditch on the West end of the following described real estate situated in Douglas County, Kansas, to-wit: The North 99 acres of the Northwest Quarter of Section Thirty, Township Thirteen South, Range Eighteen East of the 6th P. M. less the South 34.783 acres thereof.

CONTAINING in all 185 acres, more or less, according to the U. S. Government Survey thereof.

Together with all privileges, hereditaments and appurtenances thereunto 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, apparatus 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 \$ 3200.00, with interest at the rate of 4% per cent per annum, said principal, with interest, being payable on the amortization plan in semi-annual installments, the last installment being due and payable on the first day of DECEMBER, 1986, and providing that defaulted payments shall bear interest at the rate of six per cent per annum.

Mortgagor hereby covenants and agrees with mortgagee as follows:

1. To be now lawfully seized of the fee simple title to all of said above described real estate; to have good right to sell and convey the same; that the same is free from all encumbrances; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever.
2. To pay when due all payments provided for in the note(s) secured hereby.
3. To pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed or levied against the property herein mortgaged.
4. To insure and keep insured buildings and other improvements now on, or which may hereafter be placed on, said premises, against loss or damage by fire and/or tornado, in companies and amounts satisfactory to mortgagee, any policy evidencing such insurance to be deposited with, and loss thereunder to be payable to mortgagee as its interest may appear. At the option of mortgagor, and subject to general regulations of the Farm Credit Administration, sums so received by mortgagee may be used to pay for reconstruction of the destroyed improvement(s); or, if not so applied may, at the option of mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.