

51440 BOOK-105

108A REV. 9-49

AMORTIZATION MORTGAGE

Loan No.

THIS INDENTURE, Made this _____ day of _____, 19____, between _____

BYRON A. COATES, Jr. and CHARLENE COATES, 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

SEVEN THOUSAND ONE HUNDRED and NO/100 (\$7100.00). 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:

That part of the Southeast Quarter and that part of the Southwest Quarter of Section Thirteen, Township Fifteen South, Range Nineteen East described as follows: Beginning at a point 20 rods west of the southeast corner of said Southeast Quarter of Section Thirteen, thence running west 140 rods, thence north 160 rods, thence east 80 rods, thence south 80 rods, thence east 80 rods, thence south 80 rods to place of beginning; also, commencing at the Southeast corner of said Southwest Quarter of Section Thirteen, running thence west 43 rods, thence north variation 9 degrees, East 40 rods, thence North variation 9 degrees 30 minutes, East 40 rods, thence West 17 rods, 14 links, thence North variation 10 degrees 80 rods to Half Section line, thence East 62 rods, 1 link to center of said Section 13, thence South 160 rods to place of beginning.

Commencing 20 rods west of the Northeast corner of the Southeast Quarter of Section Thirteen, Township Fifteen South, Range Nineteen East and running West 80 rods, thence South 80 rods, thence East 80 rods, thence North 80 rods to the place of beginning and containing 40 acres more or less.

CONTAINING in all 191 2/3 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 \$ 7100.00, 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 JUNE, 19 87, 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.