

51576 BOOK 105

## REAL ESTATE MORTGAGE

THIS INDENTURE, made this 1st day of March, 19 54, between  
Max McClure and Sarah McClure, his wife,  
of the County of Douglas and State of Kansas, hereinafter  
called the Mortgagor, whether one or more, and the Ottawa PRODUCTION CREDIT ASSOCIATION  
of Ottawa, Kansas, hereinafter called the mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of  
Six Thousand and no/100 ----- DOLLARS,  
has granted, bargained and sold, and does by these presents grant, bargain, sell and convey to said mortgagee, all of the following described  
real estate situated in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of Section Thirteen (13), Township Twelve  
(12), Range Eighteen (18), excepting therefrom, a parcel of land con-  
taining 1.75 acres, more or less, conveyed for school purposes, bounded  
and described as follows: Beginning at a point 20 feet North of the  
Southeast corner of said Quarter Section and running thence West 28 rods,  
thence North 10 rods, thence East 28 rods, thence South 10 rods to the  
place of beginning.

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, apparatus and fix-  
tures belonging to or used in connection therewith, whether owned by the mortgagor at the date of this mortgage, or thereafter acquired.

Provided, this mortgage is given to secure the payment by the mortgagor to the mortgagee, at its offices in the City of  
Ottawa, Kansas of the sum of \$ 6000.00 with interest at the rate of six per cent per annum,  
evidenced by a certain promissory note of even date herewith, executed by the mortgagor to the mortgagee, conditioned for the pay-  
ment of said sum and interest on the 1st day of March, 19 55.

The mortgagor does hereby covenant and agree with the 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; and to warrant and defend the title thereto against the lawful claims or  
demands of all persons whomsoever; that the same is free from all incumbrances, except:

2. To pay when due the note secured hereby.

3. To make return of said real estate for taxation, when so required by law; and to pay before they become  
delinquent all taxes, charges and assessments legally levied against the property herein conveyed.

4. Not to permit, either wilfully or by neglect, any unreasonable depreciation in the value of said premises or  
the buildings and improvements situate thereon, but to keep the same in good repair at all times; not to re-  
move or permit to be removed from said premises any buildings or improvements situate thereon; not to  
commit or suffer waste to be committed upon the premises; not to cut or remove any timber therefrom, or  
permit same, excepting such as may be necessary for ordinary domestic purposes; and that he will not permit  
said real estate to depreciate in value because of erosion, insufficient water supply, inadequate drainage, im-  
proper irrigation, or for any reason arising out of the irrigation or drainage of said lands.

For Release of Mortgage see Bk 113 Pg 78