

52783 BOOK 106

Loan No. 145908

IOBA REV. 9-45

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 8th day of July, 1954, between

ROBERT PETERSON, also known as ROBERT O. PETERSON, and
HELEN PETERSON, 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

SIXTEEN THOUSAND TWO HUNDRED AND NO/100 (\$16,200.00) - - - - - DOLLARS,
in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgages to said mortgagee, all of the following de-
scribed real estate situate in the County of Douglas, and State of Kansas, to-wit:TRACT 1. The East 85 acres of the SE $\frac{1}{4}$ of Section 11, Township 13 South, Range 18 East
of the Sixth Principal Meridian;TRACT 2. NW $\frac{1}{4}$ of Section 13, Township 13 South, Range 18 East of the Sixth Principal
Meridian;TRACT 3. E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 11, Township 13 South, Range 18 East of the Sixth Principal
Meridian, less 1 $\frac{1}{2}$ acres in a square out of the northeast corner of said tract conveyed to
School District No. 82;TRACT 4. Beginning at a point 1400 feet west of the southeast corner of the SE $\frac{1}{4}$ of Section
11, Township 13 South, Range 18 East of the Sixth Principal Meridian, thence 430 feet west to
the center of Wakarusa Creek; thence northerly up the stream of the Wakarusa Creek to the
south line of the north 30 acres of the west 75 acres of the SE $\frac{1}{4}$ of said Section 11, thence
east 325 feet to the west line of the east 85 acres of said quarter section, thence south
1500 feet, thence west to the point of beginning, containing 15 acres, more or less;TRACT 5. W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 11 and a tract commencing at the northwest corner of the SE $\frac{1}{4}$ of
Section 11, Township 13 South, Range 18 East of the Sixth Principal Meridian, thence south
on the west line of said quarter section to a point where said west line first intersects the
middle of the channel of Wakarusa Creek, thence northeasterly down the middle of the channel
of said creek to the point on said creek known as Kinsey Ford, thence southeasterly down the
middle of the channel of said creek to a point 17 chains south of the north line of said
quarter section, thence east to a point 18.75 chains east of the west line of said quarter
section, thence north to the north line of said quarter section, thence west on said north
line 18.75 chains to the place of beginning, containing 30 acres, more or less, reserving the
right of way across said hereinbefore mentioned Ford, thence southeasterly along the north
bank of said creek to the south line of the land last described,

Containing 450 acres, more or less, according to the United States 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 mort-
gagee, in the amount of \$ 16,200.00, 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 1st day of December, 19 87, and providing that defaulted payments shall bear inter-
est 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.
5. To use the proceeds from the loan secured hereby solely for the purposes set forth in mortgagor's application for said loan.
6. 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 remove 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 not to permit said real estate to depreciate in value because of erosion, insufficient water supply or for inadequate or improper drainage or irrigation of said land.