

AMORTIZATION MORTGAGE

Loan No.

55163 Book 108

THIS INDENTURE, Made this 29th day of DECEMBER, 1954, between

GEORGE R. DONALDSON and CECILE F. DONALDSON, 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

TWELVE THOUSAND and NO/100 (\$12,000.00) DOLLARS, in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgagee to said mortgagee, all of the following described real estate situate in the County of DOUGLAS, and State of KANSAS, to-wit:

The East Half of the Southwest Quarter of Section 10, Township 13 South of Range 18 East except the following described piece of land, to-wit:- Beginning Eighty rods East of the Southwest corner of said Quarter section and thence North to Wakarusa Creek, thence down said creek to such a distance that if a line be run South to the South line of said Quarter section and West to the place of beginning there shall be Five (5) acres, also except the right of way of the St. Louis, Lawrence and Denver Railroad (if such right of way exists);

Also a part of the Southeast Quarter of said Section 10 described as follows:- Beginning at the Northeast corner of said Quarter section, running thence West Sixty (60) rods, thence South Eighty (80) rods, thence West One-hundred (100) rods to the West line of said Quarter section, thence South Eighty (80) rods, thence East One-hundred sixty (160) rods, thence North to the place of beginning, except that part of the Northeast quarter of the said Southeast Quarter lying North of Coon Creek, all being in Township 13 South of Range 18 East of the 6th P. M. and containing in all, 173 acres, more or less;

Also, a tract described as follows:- Beginning at the Northeast Corner of Section 15 in Township 13 South of Range 18 East of the 6th P. M., thence running South along the East line of said Section 15 one thousand eighty four and one-half feet (1084.5) to the intersection with the center line of the public road bearing from Southeast to Northwest, thence in a Northwesterly direction along center line of said road two thousand five hundred fifty-six and eight-tenths feet (2556.8) to the intersection with the North line of said Section 15, thence East along the North line of said Section 15, two thousand three hundred fifteen (2315) feet to the point of beginning, containing 28.82 acres, more or less;

Also, commencing 80 rods east of the Southwest corner of Section 10, Township 13 South, Range 18 East thence North to the Wakarusa creek, then down said creek for such a distance that if a line be run South to the South line of said Section 10 and West to the point of beginning as to contain Five (5) acres of land; being part of the East Half of the Southwest Quarter of Section 10, Township 13 South, Range 18 East.

Also, that portion of the Southwest Quarter of the Southwest Quarter of Section 10, lying South and East of the center of Wakarusa Creek in Section 10, Township 13 South, Range 18 East of the 6th P. M. and containing 12 acres, more or less.

CONTAINING in all 219 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 \$12,000.00, 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, 1988, 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.