

60160 Book 113

**REAL ESTATE MORTGAGE FOR KANSAS**

(Insured Farm Ownership Loans)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the parties to this instrument are the undersigned,

CLIFFORD O. COFFMAN

ALMA G. COFFMAN

of the County of Douglas State of Kansas (hereinafter called "Mortgagor"), and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, and its duly authorized representatives (hereinafter called "Mortgagee"); and

WHEREAS, Mortgagor has obtained a loan from The Leavenworth National Bank  
Leavenworth, Kansas

a corporation (hereinafter called "Lender"), as evidenced by one certain promissory note (hereinafter called "instrument of debt") payable to the order of Lender through Mortgagee, dated the 18th day of July, 1956, for the principal sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 dollars (\$ 22,500.00), with interest on unpaid balance at the rate of three and one-half percent (3 1/2%) per annum, the said principal and interest being payable in the following installments on or before the due dates indicated: \$ 400.00 January 1, 1957, and \$ 1053.68 annually thereafter on January 1 until the principal and interest are fully paid except that the final payment of the entire indebtedness evidenced thereby, if not sooner paid, shall be due and payable Forty (40) years from the date of said instrument of debt; and

WHEREAS, Mortgagee has executed an insurance endorsement (hereinafter called "insurance agreement") insuring the payment of said loan pursuant to the Bankhead-Jones Farm Tenant Act, as amended (7 U. S. C. 1000 et seq.), subject to the provisions of that Act and the applicable regulations issued thereunder, and Mortgagor has agreed and hereby agrees to pay to Mortgagee, as insurer of said loan, an annual loan insurance charge at the rate of one percent (1%) of the outstanding principal obligation of said loan which shall include the outstanding balance of principal on the loan and all amounts paid by Mortgagee to Lender pursuant to the insurance agreement as well as other amounts advanced or expended by Mortgagee for the account of Mortgagor by reason of Mortgagor's failure to pay the same as hereinafter provided; the initial charge shall be paid simultaneously with the insurance of said loan and shall cover the period from the date of loan closing to the next succeeding January 1; the next and each succeeding charge shall be computed on the outstanding principal obligation remaining unpaid as of each January 1, and shall be paid on or before the next succeeding January 1; and

WHEREAS, Mortgagor is desirous of securing Mortgagee against loss under its insurance agreement by reason of Mortgagor's failure to make prompt payment of said instrument of debt and the several installments of principal and interest at maturity, or any extension or renewal thereof, and is desirous further of securing the prompt payment of the annual loan insurance charge described above and any additional indebtedness to Mortgagee under this mortgage on account of advances or expenditures made as hereinafter provided, and the performance of every covenant and agreement of Mortgagor contained herein or in any other instrument executed by Mortgagor in connection with said loan or the insurance thereof by Mortgagee;

NOW, THEREFORE, in consideration of Mortgagee insuring said loan and in order to secure Mortgagee against loss under its insurance agreement by reason of Mortgagor's failure to promptly pay or perform the obligations described or referred to herein, Mortgagor does hereby and with these presents mortgage and warrant unto Mortgagee the following-described real estate situated in the County of DOUGLAS, State of Kansas, to wit:

The Northeast Quarter (NE $\frac{1}{4}$ ) of SECTION TEN (10); also commencing at the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 10, thence West to the center of Coon Creek, thence down the center of the channel of said Coon Creek to the Wakarusa Creek, thence down the channel of Wakarusa Creek to the East line of the last aforesaid quarter section, thence North to the place of beginning; also the West Half of the South Half of the Southeast Quarter (W $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ ) of SECTION THREE (3); also the North Half of the West Half of the Southwest Quarter (N $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of SECTION TWO (2); also a strip of land 10 feet wide North and South off the North side of the South Half of the East Half of the Southeast Quarter (SE $\frac{1}{2}$ SE $\frac{1}{4}$ ) of SECTION THREE (3); also a strip of land 10 feet wide North and South by 20 feet long East and West out of the Northwest corner of the South Half of the West Half of the Southwest Quarter (SW $\frac{1}{2}$ SW $\frac{1}{4}$ ) of SECTION TWO (2); all in Township Thirteen (13) South, Range Eighteen (18) East of the 6th Principal Meridian.

SUBJECT TO Easement to The Kansas Natural Gas, Oil, Pipe Line and Improvement Company, dated May 22, 1905, recorded September 1, 1905, in Book 78 at Page 247, grants right to lay, maintain, alter, repair, operate and remove pipe line for transportation of gas. This easement deeded to Kansas Natural Gas Co. by deed dated May 17, 1923, recorded November 24, 1923, Book 111, Page 108 and now in name of Cities Service Gas Company by assignment dated July 7, 1927 and recorded in Book 118, Page 297, July 20, 1927.

SUBJECT TO Easement to The Kansas Natural Gas, Oil, Pipe Line and Improvement Co. dated May 22, 1905, recorded September 1, 1905 in Book 78, Page 246, grants right of way to lay, maintain, alter, repair, operate and remove pipe line for transportation of gas. This easement assigned to Kansas Natural Gas Company by assignment and deed dated October 10, 1905, and recorded June 25, 1906 in Book 80, Page 14. Now in name of Cities Service Gas Company by assignment dated July 7, 1927, recorded July 20, 1927 and recorded in Book 118, at Page 297.