60747 BOOK 113

Loan No.

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 17th day of SEPTEMBER .1956 .between BRADFORD H. POWELL, Jr. and DORIS POWELL, his wife, WAYNE D. POWELL, aka, WAYNE POWELL and ARETA POWELL, his wife, DALE D. POWELL and BARBARA POWELL, 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

WITNESSETH: That said mortgagor, for and in consideration of the sum of

THO THOUSAND SIX HUNDRED and NO/100 (\$2600.00). DOLLARS, in hand paid by mortgages, receipt of which is hereby acknowledged, mortgages to said mortgages, all of the following described real estate situate in the County of DOUGLAS , and State of KANSAS , to-wit:

Beginning at the Northeast corner of the South Half of the Northwest Quarter of Section 1, Township 14 South, Range 18 East, thence South on Quarter Section Line 17.42 feet to the Center of Lone Star County Road No. 220, thence along County Town Mo. 220 South 77° 10' West 150 feet, thence South 46° 16' West 1050 feet, thence South 54° 16' West 500 feet, thence South 64° 39' West 265 feet to Center of Omorets Culvert on County Road No. 220, thence leaving County Road No.220 Torth 37° 15' West 1673.5 feet, more or less, to the North Line of South Half of mid Morthwest Quarter of Section 1, Township 14 South, Range 18 East, thence East 2156 feet, more or less, to the point of beginning, being part of the South Half of the Morthwest Quarter and the North Half of the Southwest Quarter of Section 1, Township 14 South, Range 18 East of the 6th P. M.

CONTAINING in all 43.75 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 in water, irrigation and drainage rights of every kind and description, however evidenced or manifested, and all rights-of-way, parsus and fittures belonging to or used in connection therewith, whether owned by mortgagor at the date of this mortgage, r thereafter acquired.

This mortgage is given to secure the payment of a promissory note of even date herewith, executed by mortgagor to mortages, in the amount of \$ 2600.00 ..., 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 he first day of DECEMBER , 19 76, and providing that defaulted payments shall bear interat 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.

Against the property merch moltgages. 4. To insure and keep insured buildings and other improvements now on, or which may hereafter be placed or, said premises, against loss or damage by fire and/or tornado, in companies and amounts salisfactory to meripages, any policy widencing such insurance to be deposited with, and loss thereunder to be payable to, meripages, any policy widencing such insurance to be deposited with, and loss thereunder to be payable to. Therefore, any policy indentity such insurance to be deposited with, and loss thereunder to be payable to. Therefore, any policy indentity and the policy of the policy of the second subject to general regulations of the destroyed improvement(s); or, if not so appled may, at the option of mortgages, 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 morigagor's appliention for said loan.

3. Not to permit, sither 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 purpose; and not to permit said real inste to depreciate in value because of erosion, insufficient water supply or for inadequate or improver dramage or brigation of said land.

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