

60762 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,
JAMES H. VESTAL and
MARGARET M. VESTAL, his wife,
 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 First National Bank
Lawrence, 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 25th day of September, 1956,
 for the principal sum of TWENTY-TWO THOUSAND AND NO/100 -- -- -- dollars (\$22,000.00), 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:
\$ 210.00 January 1, 1957, and \$ 1030.26 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 Southwest Fractional Quarter (SW Fr. $\frac{1}{4}$) of SECTION SIX (6), Township Thirteen (13) South, Range Eighteen (18), less 1 acre described in the deed recorded in Book 188, at Page 440; also The Northeast Quarter (NE $\frac{1}{4}$) of SECTION ONE (1), Township Thirteen (13) South, Range Seventeen (17); also The East $\frac{1}{2}$ acres of the North 70 acres of the Southwest Quarter (SW $\frac{1}{4}$) of SECTION THIRTY-ONE (31), Township Twelve (12) South, Range Eighteen (18); all East of the 6th Principal Meridian.

SUBJECT TO A Right of way agreement to Great Lakes Pipe Line Company, dated January 15, 1955, and recorded February 11, 1955; in Book 187, at Page 536, which grants a right of way to construct, maintain, inspect, operate, protect, repair, or replace pipe line or lines, for the transportation of oil, oil products, gas and water, and if necessary, to construct, maintain, operate, repair, remove and replace, communication and control facilities. This easement is on the Northeast Quarter above described.