

AMORTIZATION MORTGAGE

Loan No.

THIS INDENTURE, Made this 15th day of JULY, 1955, between

MABEL O. GREEN and HARRY GREEN, aka, HARRY M. GREEN, her husband

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 NINE THOUSAND SEVEN HUNDRED and NO/100 (\$9700.00) DOLLARS, in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgages to said mortgagee, all of the following described real estate situate in the County of DOUGLAS, and State of KANSAS, to-wit:

The Southeast Quarter of Section 33, Township 13 South, Range 18 East of the 6th P. M., less the following tract of land, Commencing at a point 32 rods South of the Northwest corner of the Southeast Quarter of Section 33; thence Southeasterly up center of Rock Creek about 20 rods to a point 12 rods East of the quarter section line between the Southeast Half and the Southwest Quarter of said Section 33; thence Southwesterly up center of said creek to the West line of said Southeast Quarter; thence North on said West line to place of beginning, containing 1.75 acres, more or less. Also commencing 40 rods from the Southeast corner of the East line of the Southwest Quarter of Section 33, Township 13 South, Range 18 East of the 6th P. M., thence West to center of Rock Creek; thence down said creek to Chas. Wright's land recorded in Book A, Page 453; a point 80 rods South of the North line of said quarter section; thence East to the East line of said quarter section; thence South 40 rods to place of beginning, containing 17 acres, more or less. Also commencing at a point 80 rods North of the Southeast corner of the Southwest Quarter of Section 33, Township 13 South, Range 18 East of the 6th P. M., thence West to channel of Rock Creek; thence down center of said creek to the East line of said quarter section, thence South on said quarter section line to place of beginning, containing 5 acres, more or less. Also commencing at the Northeast corner of the Southwest Quarter of Section 33, Township 13 South, Range 18 East of the 6th P. M. thence West 29 rods to middle of Rock Creek; thence up center of said creek to a point in the East line of said quarter section, thence North to place of beginning, containing 4 acres. Also the Northeast Quarter of Section 4, Township 14 South, Range 18 East of the 6th P. M. containing 160 acres, and also the South Half of the Southwest Quarter of Section 34, Township 13 South, Range 18 East of the 6th P. M., containing 80 acres, more or less.

CONTAINING in all 424.25 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 \$ 9700.00, 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 DECEMBER, 1975, 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.
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.