

Form FIA-187.16
(Rev. 5-15-58)

UNITED STATES DEPARTMENT OF AGRICULTURE

FARMERS HOME ADMINISTRATION is one of the best-known names of the New Deal. It was established by Congress in 1937 to administer the Farmers Home Administration.

REAL ESTATE MORTGAGE FOR KANSAS

REAL ESTATE MORTGAGE FOR HOMEOWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, **GERALD D. WARREN** (a single man) is in need of the services of

El 10 de diciembre de 1997 se realizó la reunión de trabajo entre el Comité de Coordinación y el Comité de Gestión del Proyecto.

of the County of Douglas, State of Kansas; hereinafter called "Mortgage," has become justly

of the County of Douglas, State of Kansas, hereinbefore called Mortgagor, has become justly indebted to the United States of America, acting through the Administrator of the Farmers Home Administration, hereinbefore called Lender, in the sum of \$17,000.00, plus interest at the rate of six percent (6%) per annum, principal and interest payable and due on the 1st day of January, 1957, as amended herinafter, called Mortgagage, as evidenced by one certain promissory note dated the 15th day of January, 1955, for the principal sum of SEVENTEEN THOUSAND FIVE HUNDRED and No/100/ dollars (\$17,000.00), with interest at the rate of six percent (6%) per annum, principal and interest payable and amortized in installments as therein provided and in accordance with the terms thereof, the first installment shall be in the amount of \$20.00, payable on the 1st day of January, 1957, the next succeeding thirty-five installments shall be in the amount of \$950.95, each payable annually thereafter; and the final installment shall be in the amount of any remaining principal and interest, payable forty (40) years from the date of sale date, kind or cause of a spouse by death or by law, if the wife dies before the husband, or, if the husband dies before the wife, the unpaid installments of principal

WHEREAS, Mortgagor is desirous of securing the prompt payment of said note, the several installments of principal and interest at maturity, any extension or renewal thereof, any agreement supplementary thereto and any additional indebtedness accruing to Mortgagor on account of any future advances or expenditures made as hereinafter provided, and in consideration of the execution and delivery of this instrument, and of the covenants and agreement of Mortgagor herein contained; and

NOW, THEREFORE, In consideration of the said indebtedness and to secure the prompt payment thereof as the same matures or becomes due, of any extension or renewal thereof and of any agreement supplemental thereto and to secure the performance of each and every covenant and agreement of Mortgagor herein contained, Mortgagor does, hereby, and with these presents mortgage and warrant unto Mortgaggee the following described real estate situated in the County

"NOW, THEREFORE, in consideration of the said indebtedness and of the value of the property herein described, the parties hereto do hereby agree as follows: That the time of payment of the principal sum and interest due on the date of the execution hereof, and of any extension or renewal thereof, and of any agreement supplementary thereto, and to secure the payment of the same, the sum of \$1,000.00, and all interest thereon, and the performance of, each and every covenant and agreement of Mortgagee herein contained, Mortgagor does, hereby and with these presents mortgage and warrant unto Mortgagee the following-described real estate situated in the County of **POLK**, State of Kansas, to wit:

10th The Northwest Quarter of the Northeast Quarter, A MINUTE, SECTION TWENTY-EIGHT, NINETEEN, ACRES OF THIRTY-THREE (33), and the West 1/4 acres of the South 118 acres of the餘地, the Southeast Quarter, (SE) of SECTION TWENTY-EIGHT (28), all in Township Thirteen (13) South, Range Eighteen (18), East of the 6th Meridian, in the State of Indiana.

Principal Meridian; Also the Northeast Quarter of the Northeast Quarter (NE_{1/4}) of SECTION THIRTY THREE (33), the South Half of the Northeast Quarter (SANE_{1/4}) of SECTION THIRTY THREE (33), the South 10 acres of the West 110 acres of the Southwest Quarter of SECTION TWENTY-SEVEN (27), and Commencing at the Southeast corner of the Southeast Quarter (SE_{1/4}) of SECTION TWENTY-EIGHT (28), thence running West 146' 26 59 rods, thence North 34 7/9 rods, thence East 166' 26 59 rods, thence South 32 1/9 rods to the place of beginning; all in Township Thirteen (13) South, Range Eighteen (18) East of

and complete the 6th Principal Meridian.

together with all rents and other revenues or income therefrom, and all and singular, the rights, easements, hereditaments and appurtenances thereto belonging; or in anywise incident or appertaining; and all improvements and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property";

TO HAVE AND TO HOLD, all and singular, said property unto Mortgagor and its assigns forever;

AND MORTGAGOR, for himself, his heirs, executors, administrators, successors and assigns, does hereby and by these presents covenant and agree:

1. To pay, before the same shall become delinquent, all taxes, assessments, levies, liabilities, obligations and encumbrances of every nature whatsoever which affect said property or Mortgagee's rights and interests therein under this mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagor, without demand, receipts evidencing such payment.

2. Immediately upon the execution of this mortgage to provide, and thereafter continuously maintain, fire insurance policies and such other insurance policies, as Mortgagor may then or from time to time require upon the buildings and improvements now, initiate or hereafter constructed in or upon said property. Said fire and other insurance policies shall be deposited with Mortgagor and shall be with companies, in amounts and on terms and conditions, approved by Mortgagor.

8. Personally, and continuously to reside on said property and, with his own and his family labor, personally to operate said property as a farm and for no other purpose; at all times to maintain said property in proper repair and good condition, to commit or suffer no waste or exhaustion of said property; neither to cut nor remove any timber therefrom, nor to remove, or permit to be removed, gravel, oil, gas, coal or other minerals, except such as may be necessary for ordinary domestic purposes; promptly to effect such repairs to said property as Mortgagor may require; to institute and carry out such farming conservation practices and farm and home management plans as Mortgagor shall, from time to time, prescribe; and to make no improvements upon said property without consent by Mortgagor.

4. To perform, comply with and abide by each and every stipulation, agreement, condition and covenant in said promissory note, in any extension or renewal thereof, in any agreement supplementary thereto, in any loan agreement executed by Mortgagor on account of said indebtedness or in this mortgagee contained.

5. To comply with all laws, ordinances and regulations affecting gold mining.