

AMORTIZATION MORTGAGE

Loan No.

THIS INDENTURE, Made this 4th day of MARCH, 1957, between

C. R. BOYD and MATTIE B. BOYD, 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 mortgagee.

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

SIXTEEN THOUSAND and NO/100 (\$16,000.00) 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 Northeast Quarter of Section Thirty-one (31), containing 160 acres, more or less; also

Beginning at the Northeast corner of the Southeast Quarter of Section Thirty-one (31); thence South 10.56 chains to a stake in the center of the road; thence West 11.52 chains to a stake in the center of the Lawrence road; thence Southwest along the center of said road 20.90 chains to a stake; thence North 24.60 chains to a stake in the center of the road; thence East 27.30 chains to the place of beginning, containing 40 acres, more or less; also

The Southeast Quarter of Section Thirty (30), containing 160 acres, more or less; also

The West 60 acres of the Southwest Quarter of Section Twenty-nine (29); also

The West 45 acres of the Northwest Quarter, South of the center of the Wakarusa River, of Section Twenty-nine (29); also

Beginning at the Southeast corner of the Northeast Quarter of Section Thirty (30); thence North along the East line of said Northeast Quarter 1361.75 feet; thence West parallel with the South line of said Northeast Quarter to the West line of said Northeast Quarter; thence South along the West line of said Northeast Quarter 1361.75 feet to the Southwest corner of said Northeast Quarter; thence East along the South line of said Northeast Quarter to the point of beginning, containing 82.83 acres, more or less; also

Beginning at a point on the East line of Section Thirty (30), 1361.75 feet North of the Southeast corner of the Northeast Quarter; thence North along said Section line 580.25 feet to the center of the Wakarusa River; thence West along the center of the Wakarusa River and parallel with the South line of said Northeast Quarter 144 feet; thence South parallel with the East line of said Northeast Quarter 580.25 feet; thence East 144 feet to the point of beginning, containing 1.92 acres, more or less; also

All in Township Thirteen (13) South, Range Eighteen (18) East of the Sixth Principal Meridian.

CONTAINING in all 550 acres, more or less, according to the United States 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 \$ 16,000.00, with interest at the rate of 4½% per cent per annum, said principal, with interest, being payable on the amortization plan in annual installments, the last installment being due and payable on the first day of DECEMBER, 1969, 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, or 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.