

MORTGAGE 62540 BOOK 115

THIS INDENTURE, made the 1st day of April A.D. 1977 between

Glenn Steele and Ola B. Steele, husband and wife,

hereinafter called "mortgagor" and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES
a corporation organized and existing under the laws of the State of New York
having its principal office at 293 Seventh Avenue, New York, New York, hereinafter called "mortgagee";

WITNESSETH, WHEREAS, the mortgagor is justly indebted to the mortgagee in the sum of
Six Thousand and No/100- - - - -

Dollars (\$ 6,000.00), and has agreed to pay the same with interest thereon according to the terms of a certain note or
obligation bearing even date herewith, providing for the payment thereof in instalments, the last of which is due and
payable the first day of March 1977.

NOW, THEREFORE, in consideration of said indebtedness, and for the purposes of securing the payment to the
mortgagee of the same, and to secure the performance of the covenants and agreements hereinafter expressed, the mortgagor
does by these presents grant, bargain, sell, convey, and mortgage unto the said mortgagee, and its successors and assigns forever,
the following described real estate, containing 160 acres, more or less, situated in the County of Douglas
and State of Kansas, to-wit:

Northwest Quarter of Section Sixteen (16),
Township Thirteen (13) South, Range Eighteen
(18) East of the Sixth Principal Meridian

TO HAVE AND TO HOLD the same and the rents, issues and profits thereof, with all and singular the hereditaments
and appurtenances thereunto belonging, including water and water rights of every kind and description and all watering,
irrigation, and drainage apparatus and fixtures, together with all the estate, right, title, interest, property, possession, claim and
demand whatsoever as well in law as in equity of the said mortgagor of, in and to the same and every part thereof unto the said
mortgagee and its successors and assigns forever. Provided always, and this mortgage is upon this express condition, that if
mortgagor shall pay the note or obligation hereinbefore referred to and the indebtedness evidenced thereby, and all other
sums secured by this mortgage, and shall fully do, perform, comply with, and abide by all the covenants and agreements of
said note and this mortgage, then these presents shall be void, and the estate hereby granted shall cease and determine, and
the mortgagee will execute and deliver to the mortgagor a suitable instrument to enable the mortgagor to cause this instru-
ment to be discharged of record. It is agreed, however, that all recording and other expenses incurred in effecting such
discharge shall be borne by mortgagor.

This mortgage is made, however, subject to the following covenants, conditions and agreements:

FIRST: That the mortgagor agrees to pay the indebtedness with interest as in said note provided, or as provided in any
renewals or extensions thereof, and if default be made in the payment of any part thereof the mortgagee may foreclose this
mortgage in the manner provided by law. In case of the renewal or extension of the indebtedness hereby secured, or any part
thereof, all the provisions of this mortgage and the lien thereof, from its date, shall remain in force as fully and with the same
effect as if it were made originally to mature at such extended time.

SECOND: That the mortgagor agrees to pay as the same become due and payable all taxes, assessments and other
charges imposed by law upon said premises or any part thereof including the mortgagee's interest therein and upon this
mortgage or the note or indebtedness secured hereby (excluding, however, mortgage registration taxes now required by law
to be paid by the mortgagee), provided that should the amount of payments made for the mortgagee for such taxes, assess-
ments and other charges under this paragraph together with the interest on the indebtedness exceed the highest interest rate
permitted by law on the indebtedness then owing, mortgagor shall not be liable to pay any of such excess over the highest
lawful rate. In the event of the passage, after the date hereof, of any law by the State of Kansas, deducting from the value
of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts
secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage,
the holder of this mortgage and of the debt which it secures, shall have the right to give six (6) months' written notice to the
owner of said land requiring the payment of the entire indebtedness secured hereby, and it is hereby agreed that if such notice
be given the said indebtedness shall become due, payable and collectible at the expiration of said six (6) months.

THIRD: That the mortgagor agrees to pay all other debts that are now or may become liens upon or charges against
said premises, and not to permit any lien of any kind to accrue and remain on said premises, or the improvements thereon,
which might take precedence over the lien of this mortgage. The mortgagor further agrees not to create any lien on said
premises junior hereto unless the person entitled to the benefits thereof shall have agreed that the time for the payment of
the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded
hereby may, without consent of such person and without any obligation to give notice of any kind thereto, be extended,
reextended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting the priority
of the lien hereby created as security for the payment of the indebtedness secured hereby or any obligation substituted
therefor or issued to refund same.