

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 28th day of MARCH, 19 58, between

WILLIAM PENNY and MILDRED L. PENNY aka MILDRED PENNY, 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 SIX THOUSAND FIVE HUNDRED and NO/100 (\$6,500.00) 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:

Beginning at the Northeast corner of the Northwest Quarter of Section 18, Township 14 South, Range 20 East; thence West 881 feet; thence South 495 feet; thence East 881 feet; thence North to place of beginning, containing 10 acres, less that portion thereof along the East and South lines taken for County Road; also

Beginning at a point 881 feet West of the Northeast corner of the Northwest Quarter of Section 18, Township 14 South, Range 20 East; thence West 825 feet; thence South parallel with the West line of Section 18 to the Quarter Section line; thence East variation 8° 40' East 825 feet; thence North 1146 feet; thence West 164 feet; thence North 1045 feet; thence East 164 feet; thence North 495 feet to place of beginning, containing 46 acres; also

Beginning at the Southeast corner of the Southwest Quarter of Section 7, Township 14 South, Range 20 East; thence North 421 feet; thence West 1138.5 feet; thence South 421 feet; thence East 1138.5 feet to place of beginning, containing 11 acres; aggregating 67 acres, more or less.

Commencing at a point 30 rods South of the Northeast corner of the Northwest Quarter of Section 18, Township 14 South, Range 20 East of the 6th P.M. and on the East line thereof; thence running West 63.33 rods; thence South 63.33 rods; thence East 63.33 rods; thence North 63.33 rods to place of beginning, containing 25 acres, more or less, all in Douglas County, Kansas

CONTAINING in all 92 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 \$ 6,500.00, with interest at the rate of 5 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 JUNE, 19 78, 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.