

65582

BOOK 118

108A REV. 9-49

Loan No.

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 14th day of FEBRUARY, 1958, between

WALTER NIEDER and GLADYS NIEDER, aka GLADYS J. NIEDER, 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

EIGHT THOUSAND FOUR HUNDRED AND NO/100 (\$8,400.00) 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 North Half of the Northeast Quarter of Section 14, Township 13 South, Range 19 East, less the following described tract: Beginning at the Northeast corner of Section 14, thence South along Section line 1325.66 feet to the Southeast corner of the North Half of the Northeast Quarter of said Section, thence West 312 feet, thence North parallel with the East Section line 1013 feet to a point 312 feet South of the North line of said Section, thence West parallel with the North line of said Section 1013.3 feet to the 1/8 Section line, thence North 312 feet to the North line of said Section, thence East along Section line 1324.8 feet to the point of beginning,

ALSO

The East Half of the Northwest Quarter of Section 14, Township 13 South, Range 19 East, less 3 acres, more or less, described as follows: Beginning at a point on the North line of the Northwest Quarter of said Section 14, a point 453 feet West of the Northeast corner of the Northwest Quarter of said Section, thence South 302 feet, thence West 67 feet, thence South 67 feet, thence West 299 feet, thence North 369 feet to the North line of said Section, thence East 366 feet to the point of beginning, also less the following described tract: Beginning at a point on the Section line 819 feet West of the Northeast corner of the Northwest Quarter of Section 14, thence South 369 feet, thence West parallel with the North line 505.8 feet to the West line of the East Half of said Quarter Section, thence North 369 feet to the North line of said Quarter Section, thence East on said Section line 505.5 feet to the point of beginning, containing 4.28 acres, more or less.

CONTAINING in all 137 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 the sum of \$8,400.00, with interest, evidenced by two promissory notes executed by the mortgagor to the mortgagee, one note being dated August 25, 1952 and for the sum of \$8,100.00 bearing interest at the rate of 4 percent per annum, said principal with interest, being payable on the amortization plan in semiannual installments, the last installment being payable on the 1st day of December, 1985, and the other note being of even date herewith, and for the sum of \$2,600.00, bearing interest at the rate of 5 percent per annum, said principal with interest being payable on the amortization plan in semiannual installments, the last installment being due and payable on the 1st day of June, 1991, defaulted payments on both of said notes shall bear interest at the rate of 6 percent 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.

For Partial Release See Book 127 Page 46
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