

STATE OF KANSAS

COUNTY OF Douglas

}

BE IT REMEMBERED, that on this _____ day of July, A. D. 1958, before me, the undersigned, a

Notary Public in and for the County and State aforesaid, came Eugene L. Doane and Doris E. Doane,

his wife

who are personally

known to me to be the same person ☐ who executed the within instrument of writing, and such person ☐ duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

(SEAL)

My commission expires: May 25, 1961.

Notary Public

Hattie M. Fletcher

Recorded July 5, 1958 at 9:35 A.M.

Register of Deeds

WBC 226
6-49REAL ESTATE AND CHATTEL MORTGAGE
(With Future Advance Clause)

66289 BOOK 118

THIS MORTGAGE made this 17th day of June, 1958, between

The Cooperative Farm Chemicals Association,

a cooperative corporation organized and existing under the laws of the State of Kansas, having its principal office in the
Lawrence County of Douglas State of Kansas, as Mortgagor, and
the WICHITA BANK FOR COOPERATIVES, a corporation organized and existing under the Farm Credit Act of 1933, as amended, having its
principal office in Wichita, Kansas, as Mortgagee,

WITNESSETH:

WHEREAS, the Mortgagor has applied for and the Mortgagee has approved loans to the Mortgagor in the total principal sum of Four Million Thirty-two Thousand Five Hundred Fifty _____ Dollars, (\$4,032,550.00), and the consolidation thereof with present loan indebtedness of the Mortgagor to the Mortgagee in the total principal sum of \$3,792,000.00 Dollars (\$ _____), the total principal sum of which consolidated indebtedness is \$7,824,550.00 Dollars (\$ _____), evidenced by its promissory note of even date herewith for the principal sum of \$3,692,000.00, payable on demand,

together with interest thereon at the rate of 4½ per cent per annum, payable quarterly on the last day of March, June, September, and December of each year until paid, and by its further promissory note for \$3,632,550.00, payable on demand, dated June 17, 1958, together with interest at the rate of 4½ per cent per annum, payable quarterly as above, and by its further promissory note in the sum of \$500,000.00, dated June 17, 1958, payable on demand,

together with interest thereon at the rate of 4 per cent (4 %) per annum, payable quarterly on the last day of March, June, September, and December of each year until paid; provided, that the maker hereof shall have the right to prepay any part of said principal sum or sums, with interest, at any time.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in order to secure the payment of said notes and interest thereon and the indebtedness evidenced thereby and all ADDITIONAL sums, not exceeding Ten Million _____ Dollars (\$10,000,000.00) ADDITIONAL outstanding at any one time, as may, at the sole option and discretion of the Mortgagee, hereafter be advanced by the Mortgagee to the Mortgagor prior to _____, and evidenced by notes, drafts, book accounts, or otherwise, which advances shall bear interest from the date of advance thereof until repaid, at such rate or rates, payable at such time or times, as may be fixed at the time of each such advance, and the last installment or portion of which additional sums advanced hereunder shall become due and payable on _____ (provided that such advances may be made and repaid and again made, and the amount hereinbefore stated shall be considered only as the total amount of such advances as may be outstanding and unpaid from time to time), and to secure the performance and observance of all of the covenants and conditions thereof or contained herein and the payment of all renewals and extensions of said indebtedness and any part thereof, and for and in consideration of the premises and of the sum of \$4,032,550.00 cash in hand paid, receipt of which is hereby acknowledged, the Mortgagor has executed and delivered this mortgage, and has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer, and set over, unto the said Mortgagee the following described real estate and premises, together with all improvements, rights, privileges, appurtenances, and easements thereunto belonging, located in the County of Douglas State of Kansas, to-wit:

The West Half, less the East One-fourth of the Southeast Quarter of the Southwest Quarter; also less Railroad Right of Way and Highway; and, all that part of the Northeast Quarter lying South of the Right of Way of the A. T. & S. F. Railway Company; And, that part of the said Northeast Quarter described as: Beginning at the Northwest corner of said Northeast Quarter; thence East, along the North line of said Quarter Section, 722 feet; thence South, parallel with the East line of said Quarter Section to the North line of the Right of Way of the A. T. & S. F. Railway Company; thence in a Northwesterly direction, along said North Right of Way line, to the West line of said Quarter Section; thence North to the point of beginning, all in Section Four (4), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian;

Together with all structures and improvements thereon and all additions thereto, including without limitation one complete Nitrogen Fertilizer Plant, consisting of two Anhydrous Ammonia units; one Nitric Acid unit; one Ammonium Nitrate unit; one Steam Generating Plant; and all auxiliary facilities for the production, handling, storage and transportation of Nitrogen Fertilizers.

See Partial Release in Book 154 Page 238