

108A-1

69003 BOOK 121

AMORTIZATION MORTGAGE

Loan No.

THIS INDENTURE, Made this 23rd day of MARCH, 19 59, between

HENRY LESLIE and NETTIE LESLIE, 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 TWO HUNDRED and NO/100 (\$8,200.00) 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 a point 52 rods South of the Northwest corner of the Southwest Quarter of Section 2, Township 12 South, Range 18 East; thence South 108 rods to Southwest corner thereof; thence East 160 rods to Southeast corner thereof; thence North 160 rods to the Northeast corner thereof; thence West 100 rods; thence South 62 1/3 rods; thence West 60 rods to the point of beginning; ALSO, beginning at the Southeast corner of the Northeast Quarter of Section 3, Township 12 South, Range 18 East, thence West 82 1/2 feet; thence North 320 feet to center of County road; thence East along center line of said road to Section line; thence South along Section line to beginning; ALSO, beginning at Southeast corner of the Northeast Quarter of Section 3, Township 12 South, Range 18 East, thence North to South line of County Road; thence East along the South line of said road 350 feet; thence South 40 feet; thence East 791 feet; thence South 333 feet; thence West 1141 feet to beginning; ALSO, the North five acres of East 50 acres of the Southeast Quarter of Section 3, Township 12 South, Range 18 East; ALSO, beginning at Northwest corner of Southwest Quarter of Section 2, Township 12 South, Range 18 East, thence South 18 rods; 9 feet; thence East 60 rods; thence North 18 rods, 9 feet; thence West 60 rods to beginning, containing in all 165 acres, more or less; and ALSO Beginning 362 feet North of the Southeast corner of the Northeast 1/4 of Section 3, Township 12 South, Range 18 East; thence North 341.5 feet along the West line of the Northwest 1/4 of Section 2, Township 12 South, Range 18 East; thence East 331.5 feet; thence South 341.5 feet to the place of beginning, also Beginning at a point 362 feet North of Southwest corner of Northwest 1/4 of Section 2, Township 12 South, Range 18 East and 331.5 feet East for a point of beginning; thence North 766 feet; thence East 1553 feet; thence South 766 feet; thence West 1553 feet to the place of beginning, being all of Blocks #60, #61, #62, #63 and the South part of Block #64 all in that part of the City of Lecompton, containing in all 29 acres, more or less.

CONTAINING in all 19 1/4 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 \$ 8,200.00, with interest, evidenced by two promissory notes executed to the mortgagee, one note being dated September 23, 19 46, and for the sum of \$ 4,700.00, bearing interest at the rate of 4 per cent per annum, and the other note being of even date herewith, and for the sum of \$ 5,200.00, bearing interest at the rate of 5 per cent per annum, the principal of said notes with interest being payable on the amortization plan in installments, the last installment being due and payable on the first day of JUNE, 19 92, defaulted payments on both of said notes shall bear interest at the rate of 6 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.