

Reg. No. 15,996

Fee Paid \$12.50

73775 BOOK 125
MORTGAGE

THIS INDENTURE, made the 1st day of June A.D. 1960 between
Alois J. Madl and Marcella Ann Madl, 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 393 Seventh Avenue, New York, New York hereinafter called "mortgagee":
 WITNESSETH, WHEREAS, the mortgagor is justly indebted to the mortgagee in the sum of.....
Five Thousand and no/100 -----
 Dollars (\$5,000.00), 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 December, 1980
 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:

Northeast Quarter of Section Thirty-six (36), Township Fourteen
 (14) South, Range Twenty (20) East of the Sixth Principal
 Meridian, and all right, title and interest of mortgagor in and
 to a water right and easement to maintain and use the well now
 situated on the Southwest Quarter of Southeast Quarter of Section
 25, Township Fourteen (14) South, Range Twenty (20) East of the
 Sixth Principal Meridian, and the windmill now located at said
 well, together with all pipe and pipelines and easement for said
 pipelines.

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: