Douglas COUNTY. = BE IT REMEMBERED, That on this 26 day of July A. D. 19 60 before me, the w in and for the County and State sfore

Are personally known to me to be the same person. S. who executed the within instrument of writ
ling, and such person. S. duly scknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and affix the day and year last above written. Kay L. Culbertson Notary Public Recorded August 4, 1960 at 9:50 A.M. RECEIPT.

Parold a Beck Register of Deeds

\$1110.96 \$1110.96
RECEIVED of Creighton E. Collier & Betty L. Collier the within named mortgagors, the sum
of onethousand one hundred ten-----and 96/100 DOLLARS, in full satisfaction of the within mortgage.

Teresa Dyer for herself and as administrator of the
Estate of James C. Dyer, deceased.

74167

BOOK 125

AMORTIZATION MORTGAGE

Loan No.

THIS INDENTURE, Made this second

day of AUGUST

, 1960 between

CHARLES A. SCHLIMK and CLARA B. SCHLINK, his wife

of the County of DOUGLAS , and State of KANSAS , hereinafter mortgagee, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, hereinafter called

WITNESSETH: That said mortgagor, for and in consideration of the sum of scribed real estate situate in the County of DOUGLAS , and State of KANSAS

The East Half (E $_2^{\downarrow}$) of the Southeast Quarter (SE $_2^{\downarrow}$) of Section Thirty-four (3 μ), Township Thirteen South (13S), Range Eighteen East (18E) of the Sixth Principal Meridian, in Douglas County,

COMTAINING in all 80 acres, more or less, according to the United States Government Survey thereof, in Douglas County, Kansas.

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, or thereafter acquired.

This mortgage is given This mortgage is given to secure the payment of a promissory note of even date herewith, executed by mortgagor to mortgages, in the amount of \$3,500.00 , with interest at the rate of gages, in the amount of \$3,500.00 , with interest at the rate of 6 per cent per annum, said principal, with interest, being payable on the amortization plan in installments, the last anstallment being due and payable on the first day of DECEMBER , 19 80 , and providing that defaulted payments shall bear interest at the rate of six per cent

Mortgagor hereby covenants and agrees with mortgagee as follows:

- 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,
- To pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed or levied against the property herein mortgaged.
- A 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 with a satisfactory to mortgagee any policy with the satisfactory to mortgage as its interest manning such insurance to be deposited with, and loss thereunder to be payable to, mortgagee as its interest manning such as the option of mortgage, and subject to general regulations of the Farm Credit Administration, suppared by mortgagee may be used to pay for reconstruction of the destroyed improvement(a); or, if not so applied may, at the option of mortgage, 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 appli-
- 6. Not to permit, either wilfully or by neglect, any unreasonable depreciation in the value of said premises or the buildings and improvements altuate 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.