76483 BOOK 127

106-A REV. 4-58

Loan No.

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 28th day of MARCH, 19 61, between

DALE E. BABBITT and NORMA L. BABBITT, 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 THIRTY THOUSAND and NO/100 ($30,000.00) . . . . 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:

On the South 60 acres of even width of the Southeast Quarter of Section 17, Township 13 South, Range 18 East of the Sixth Principal Meridian; Also the South Half of the Southwest Quarter of Section 16, Township and Range aforesaid, excepting that part thereof lying Northwest of the middle of Wakarusa Creek, containing 1½ acres; Also the Northwest Quarter and the West Half of the West Half of the Southwest Quarter of Section 21, Township and Range aforesaid; Also that part of the Northeast Quarter of Section 20, in Township and Range aforesaid, bounded and described as follows, viz: Beginning at the Northeast corner of said Northeast Quarter of said Section 20 and running South with the East section line 136 rods 7 feet; thence West to the middle of Wakarusa Creek; then in a generally Northerly direction with the middle of said creek to the North line of said Northeast Quarter and thence East with said North line to the place of beginning, containing 28 acres, more or less; Also a right of way 14 feet in width along the East side of Wakarusa Creek through the North Half of the Southwest Quarter of Section 16 aforesaid to a point about 15 rods South of the North line of said Southwest Quarter and thence in a Northeasterly direction to a point on said North line about 10 rods East of the middle of said creek.

CONTAINING in all 367 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, 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 a promissory note of even date herewith, executed by mortgagor to mortgagee, in the amount of $ 30,000.00, with interest at the rate of 5½ per cent per annum, said principal, with interest, being payable on the amortization plan in installments, the last installment being due and payable on the first day of DECEMBER, 19 95, and providing that defaulted payments shall bear interest at the rate of six 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.