

and warrant to the Government the following property situated in the State of Kansas, County (228) of:

Douglas

All that part of the Southeast Quarter of Section 10, Township 12 South, Range 19 East lying North of the Right of Way of the Atchison, Topeka and Santa Fe Railway, less tract to Douglas County Kaw Drainage District as described in Deed Book 137, on page 420, in the records of the Register of Deeds of Douglas County, Kansas, and beginning at the Southwest corner of the Northeast Quarter of Section 10, Township 12 South, Range 19 East; thence North 71 rods, more or less, to the South bank of the Kansas River; thence in a Southeasterly direction following the South bank of the Kansas River to a point 20 rods east of the West line and 50 rods North of the point of beginning; thence in a Southeasterly direction to a point 41 rods East of the point of beginning; thence West 41 rods to the point of beginning, less tract to Douglas County Kaw Drainage District as described in Deed Book 137, on page 420, in the records of the Register of Deeds of Douglas County, Kansas; also the Southwest Quarter of Section 4 and the Southeast Quarter of Section 5, Township 13 South, Range 19 East of the Sixth Principal Meridian, subject to:

Mortgage dated July 10, 1956 in favor of the Federal Land Bank of Wichita, for the stated consideration of \$15,000.00, recorded July 23, 1956, in Book 113 of Mortgages at Pages 83-4 of the records in the Office of the Register of Deeds of Douglas County, Kansas, and Stone Quarry lease recorded in Book 209 at Page 346 of said records, and to easements of record,

together with all rights, interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein—all of which are herein called "the property";

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government any initial fees for inspection and appraisal, and any delinquency charges, now or hereafter required by regulations of the Farmers Home Administration.
- (3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of the annual charge, may be paid by the Government to the holder of the note to the extent provided in the insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the note rate until paid to the Government.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby; or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) If this instrument is given under the Bankhead-Jones Farm Tenant Act, as amended, personally and continuously to reside on the property, personally to operate the property with his own and his family labor as a farm and for no other purpose, and not to lease the property or any part of it, unless the Government consents in writing to some other residence or method of operation or to a lease.
- (11) To comply with all laws, ordinances, and regulations affecting the property.
- (12) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions thereof and of the note or any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title in and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (13) Neither the property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction; and no insured lender shall have any right, title or interest in or to the lien or any benefits hereof.
- (14) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.