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77434 AMORTIZATION MORTGAGE

day of BOOK 128 THIS INDENTURE, Made this 27th , 1961 , between *

HERMAN BUTELL, JR. and MILIRED BUTELL aka MILIRED E. BUTELL, his wife

the County of DOUGLAS , and State of KANSAS , hergingfur lied mostragor, whether one or more, and THE PEDERAL LAND RANK OF WICHITA, Wichita, Kansaa, hereinafter called rigrages.

1. A. N 4

* ALTER

WITNESSETH: That said mortgager, for and in consideration of the sum of ELEVEN THOUSAND FOUR HUNDERD and NO/100 (\$11,400.00) DOLLARS and paid by mortgages, receipt of which is hereby acknowledged, mortgages to said mortgages, all of the following de sed real estate situate in the County of DOUGLAS , and State of KANSAS , to-wit eribed real estate situate in the County of , to-wit:

The Northeast Quarter of Section Twelve (12), Township Fifteen (15) South, Range Nineteen (19) East of the Sixth Principal Meridian.

CONTAINING in all 160 acres, more or less, according to the United States Government Survey thereof.

Together with all privileges, beeditaments and apportenances thereinto 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 future 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 mortgager to mortgage, in the amount of \$ 11,400,00, with interest at the rate of 51 per cent per annum, and principal, with interest, being payable on the amortization plan in installments, the last installment being due and payable on the first day of DECEMBER, 19.94, and providing that defaulted payments shall bear interest at the rate of six per cent per annum.

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Mortgagor, hereby covenants and agrees with mortgagee as follows: 1. To be now lawfully seized of the fee simple title to all of and 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,

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 segment the property herein mortgaged.
4. To insure and keep insured buildings and other improvements new or, or which may hereafter be placed on, said premises, against loss or damage by fite and dor tornado, in companies and amounts astinatory to mortgages, any policy evidencing such imsurance to be deposited with, and loss thereunder to be payable to, mortgages, any policy evidencing such imsurance to be deposited with, and loss thereunder to be payable to mortgages, any policy evidencing such imsurance to be deposited with, and loss thereunder to be payable to. Farm Gredit Administration, sums as received by mortgages may be used to pay for reconstruction of the destroyed improvementia; 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.

To use the proceeds from the loan secured hereby solely for the purposes set forth in mortgagor's appli-tion for said loan.

6. Not to permit, either wilfully or by neglect, any unreasonable depreciation in the value of said premits the bremoved from said premises or permits to be removed from said premises on permits to be removed from said premises any buildings or improvements attact thereon, no sommit or suffer waste to be committed upon the premises; not is out or remove any timber therefrom any service in value because of erosion, insufficient water supply or for imadequate or improvating or inforwate in value because of erosion, insufficient water supply or for imadequate or improvident of the service of any information of the previous supply or for imadequate or improvations of the service of the se