

78421 BOOK 129

108-A REV. 4-38

AMORTIZATION MORTGAGE

Loan No.

THIS INDENTURE, Made this 27th day of SEPTEMBER, 19 61, between

W. L. RICHARDS and RUTH M. RICHARDS, 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 SEVEN THOUSAND FIVE HUNDRED and NO/100 (\$7,500.00) 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:

That part of the Southwest Quarter of Section 17, Township 12 South, Range 18 East of the 6th P.M. lying North of the Public Road, containing 120 acres, more or less, less the Kansas Turnpike which tract of land is described as follows: Beginning at the Northwest corner of said Southwest Quarter; thence along the North line of said Southwest Quarter 173' to a point on the Northeastly Right of Way line of the Kansas Turnpike; thence Southeastly along said Right of Way line 597.15' to a point that is 250' from and at right angles to center line Survey Station 12688/13 on the center line survey of the Kansas Turnpike; thence Southeastly along a line 250' from and parallel to the center line of said Turnpike, a distance of 2185'; thence Northeastly 52.37' to a point that is 25' West of the East line of said Southwest Quarter; thence East 25' to a point on the East line of said Southwest Quarter; thence South along said East line 279.9' to Survey Station 12711/40.45; thence South and continuing along East line of said Southwest Quarter 160.29'; thence Northwestly along the South Right of Way line of the Kansas Turnpike 2766.95'; thence Southwestly 317.87' to a point on the Easterly Right of Way line of a 50' road; thence West 25' to a point on the West line of said Southwest Quarter; thence North 500' along said West line to a point on the center line of the Kansas Turnpike, said point being Survey Station 12683/06.75; thence North 507.85' to the point of beginning, containing 24.02 acres, more or less, in Douglas County, Kansas.

CONTAINING in all 97 acres, more or less, according to the United States Government Survey thereof.

Together with all privileges, hereditaments and appurtenances thereto 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 \$ 7,500.00, with interest at the rate of 5 1/2 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 94, 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.