

STATE OF KANSAS
DOUGLAS COUNTY, } SS.
 BE IT REMEMBERED, That on this 10th day of November A. D. 1961
 before me, a Notary Public in the aforesaid County and State,
 came Downer P. Dykes and Margie G. Dykes,
husband and wife
 to me personally known to be the same person B who executed the foregoing instrument and duly
 acknowledged the execution of the same.
 IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last
 above written.
 My Commission Expires April 21 1962
L. E. Eby Notary Public

Recorded November 13, 1961 at 8:55 A. M.

Donald A. Book Register of Deeds

108-A REV. 4-50

78778 BOOK 129

Loan No.

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 25th day of OCTOBER, 1961, betweenPAUL A. TULEY and MARY L. TULEY, his wifeof 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

TWELVE THOUSAND FOUR HUNDRED and NO/100 (\$12,400.00) DOLLARS,
 in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgages to said mortgagee, all of the following de-
 scribed real estate situate in the County of DOUGLAS, and State of KANSAS, to-wit:

The Southwest Quarter of Section 27, Township 13 South, Range 20
 East of the 6th P.M., less one acre in a square form in the
 Northwest corner thereof for school purposes, and also less
 5.29 acres described as follows: Beginning at the Southwest corner
 of said Section 27, thence North 730 feet, thence East 317 feet,
 thence South 724 feet more or less to the South line of said
 Section, thence West 317 feet to the place of beginning, in Douglas
 County, Kansas.

CONTAINING in all 153.71 acres, more or less, according to the
 United States Government Survey thereof.

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 mort-
 gagee, in the amount of \$ 12,400.00, 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, 1996, 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.

See Statement of Mortgagee in Doc. Book 130 Page 52