

PCA-224 A-48

79406 BOOK 130

REAL ESTATE MORTGAGE

THIS INDENTURE, made this 23rd day of October, 1961, between
William J. Brink and Betty Lou Brink, his wife;
 of the County of Douglas, and State of Kansas, hereinafter
 called the Mortgagor, whether one or more, and the Ottawa PRODUCTION CREDIT ASSOCIATION
 of Ottawa Kansas, hereinafter called the mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of
Ten Thousand and no/100----- DOLLARS,
 has granted, bargained and sold, and does by these presents grant, bargain, sell and convey to said mortgagee, all of the following described
 real estate situated in the County of Douglas, and State of Kansas, to-wit:

Beginning at a point, on the West line of Section 30, Township 13 South, Range 18 East of the Sixth P.M., 682.75 feet North of the Southwest corner of the Northwest Quarter of said Section; thence East, parallel with the South line of said Northwest Quarter, to the East line of said Northwest Quarter; thence North, on the East line of said Northwest Quarter, 678.5 feet; thence West, parallel with the South line of said Northwest Quarter, to the West line of said Northwest Quarter; thence South, on the West line of said Northwest Quarter, 678.5 feet to the point of beginning, containing 34.783 acres, more or less, and

The South 35 acres of the Northwest Quarter of Section 30, Township 13 South, Range 18 East of the Sixth P.M., and

The Southwest Quarter of Section 30, Township 13 South, Range 18 East of the Sixth P.M., less the following described tract: Beginning at the Southeast corner of said Southwest Quarter; thence North 30 rods; thence 96 rods and 4 feet in a Northwesterly direction; thence South 32 rods and 12 feet to the South line of said Quarter section; thence East to the place of beginning.

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 the mortgagor at the date of this mortgage, or thereafter acquired.

Provided, this mortgage is given to secure the payment by the mortgagor to the mortgagee, at its offices in the City of Ottawa, Kansas, of the sum of \$10,000.00 with interest at the rate of 6 1/2 per cent per annum, evidenced by a certain promissory note of even date herewith, executed by the mortgagor to the mortgagee, conditioned for the payment of said sum and interest on the 1st day of May, 1962.

The mortgagor does hereby covenant and agree with the 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; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever; that the same is free from all incumbrances, except:

Subject to first mortgage to the Federal Land Bank of Wichita, Kansas.

2. To pay when due the note secured hereby.

3. To make return of said real estate for taxation, when so required by law; and to pay before they become delinquent all taxes, charges and assessments legally levied against the property herein conveyed.

4. 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 that he will not permit said real estate to depreciate in value because of erosion, insufficient water supply, inadequate drainage, improper irrigation, or for any reason arising out of the irrigation or drainage of said lands.