

together with all structures and improvements thereon and all machinery, equipment, furniture and fixtures therein, including (without limiting the foregoing general description):

- (a) L.P.G. Bulk Plant: One 18,000-gallon L.P. storage tank; one L. P. transfer pump complete with 5-H.P. motor; and one set of pipe and fittings.
- (b) Anhydrous Ammonia Equipment: One 18,000-gallon Anhydrous Ammonia Storage Tank; one Ammonia Compressor Unit complete with 5-H.P. motor; and one set of pipe and fittings.

Together with all other machinery, appliances, and equipment belonging to said Mortgagee, now placed, located or installed in, on or about the above described real estate, or personal property, or used in connection therewith, and all machinery, appliances and equipment which may be hereafter acquired by the Mortgagee and placed on said premises or used in connection therewith.

TO HAVE AND TO HOLD the above described real and personal property unto the Mortgagee, its successors and assigns, forever, and the Mortgagee covenants and agrees: said Mortgagee further to perfect its title as Mortgagee to any of the property hereinabove described and all instruments as may be reasonably requested by the and equipment, which may be hereafter acquired by the Mortgagee, under the lien of this mortgage.

THIRD. That such mortgage of the Mortgagee upon equipment hereinafter installed will be a lien, first and prior to all others.

FOURTH. That it will pay as part of the debt hereby secured, in case of each or any foreclosure of this mortgage and expenses of collection, if any there shall be, and a reasonable attorney's fee.

FIFTH. That it will, until the indebtedness secured hereby is paid, keep the properties covered under the lien of this mortgage insured by policy or policies of insurance, of such kind and in forms and amounts and with a company or companies satisfactory to the Mortgagee, with claims executed and attached making loss payable to said Mortgagee as the interest may appear; the said policy or policies of insurance to be delivered to the said Mortgagee. Any insurance funds paid to the Mortgagee as a result of damage or loss to the properties covered shall be applied in such manner as the Mortgagee shall determine.

SIXTH. That it will pay all premiums upon insurance policies, licenses or fees legally owing by the Mortgagee, and all taxes and assessments which now are, or which may hereafter be, levied or assessed upon said mortgaged premises and property, or any part thereof, or upon this mortgage or the debt secured thereby, or upon the interest payable to be due, under any legislative power or authority, and any amount so paid shall become a part of the principal debt, shall bear interest from the date of payment at the rate of eight (8) per cent per annum, shall, together with interest, be paid on said premises and property and be secured by this mortgage, and shall be immediately due and payable.

SEVENTH. That it will keep all buildings and equipment subject to this mortgage in good and substantial repair during the continuance hereof and will not cause, suffer, or permit waste thereof.

EIGHTH. That it will bear all expenses or costs incident to the release of the lien of this mortgage, in whole or in part, and will not demand of the Mortgagee such release or release otherwise than by deed of release.

NINTH. That it will, at all times during the existence of any part of the lien herein provided for, maintain its corporate existence and operate its business as a cooperative association qualified under the provisions of the Act of Congress known as the Agricultural Marketing Act, as amended.

TENTH. That it will not, during the existence of any part of the lien herein provided for, sell, lease, or assign all, or any part, of the realty or other property herein mentioned or described without the written consent of the Mortgagee, its successors or assigns. This limitation on power of alienation shall not be exhausted by use, but shall be continuous so long as any part of the lien herein provided for exists.

ELEVENTH. That no remedy herein conferred on or reserved to the Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, and now or hereafter existing at law, or in equity or by statute.

TWELFTH. That every right, remedy, privilege, covenant, agreement and power granted hereunder to the said Mortgagee shall run, inure, and be likewise for the benefit of any or all successors or assigns of said Mortgagee.

THIRTEENTH. That the Mortgagee may, at the Mortgagee's cost, examine the books, records, and documents of the Mortgagee and make reasonable recommendations as to business practices in the conduct of the Mortgagee's business, which shall be promptly adopted and, in good faith, carried out by the Mortgagee.

FOURTEENTH. That it is lawfully advised of said premises and property; has good right to convey same, free of all encumbrances; will defend the quiet enjoyment thereof by the Mortgagee, and will warrant and defend the same against all lawful claims of any person whatsoever.

FIFTEENTH. That if default shall be made in the payment of said principal sum or any part thereof, or interest thereon, or future advances, or interest thereon, when due or in the payment of any insurance premium or taxes within ten (10) days after the same shall become due, or in case of the violation of any of the other above conditions, agreements or covenants, or immediately upon the threatened demolition or removal of any building erected upon the said premises, or upon any change of ownership or title by legal process, execution, judicial sale, or operation of law; then, and in any of such cases, and in addition to the remedy for any such breach particularly above given, the Mortgagee, its successors or assigns, may elect without notice that the whole of the principal sum hereby secured, or so much as shall then remain unpaid, together with the interest accrued thereon, shall become immediately due and payable, and may enforce payment thereof and of all sums expended under the terms of this mortgage by foreclosure or otherwise; provided that in the event of such default and prior to said foreclosure and sale the said Mortgagee, its successors, agents and assigns may and are hereby authorized to enter upon the said property, to take possession of the same, or any part thereof, and to rent or lease any of the properties hereinbefore described, to any person or persons who are hereby authorized to occupy or use the property in question; the proceeds thereof, after deducting all necessary charges and expenses, to be applied to the payment of any indebtedness secured hereby; and said Mortgagee hereby appoints and designates the Mortgagee, or any person appointed by it, as its agent and attorney-in-fact, with full power and authority to execute, in the name of and by authority of the Mortgagee, its successors and assigns, any instrument by which the said Mortgagee exercises any of the rights and privileges hereinbefore conferred, at any subsequent time, or for any subsequent default, and nothing but a written contract of the Mortgagee shall be a waiver of any such option.

Provided, nevertheless, that this mortgage, and all the conditions hereof, shall be and become null and void upon the making by the mortgagee of the payments and the meeting of conditions and covenants herein stated, and to remain in full force and effect.

IN WITNESS WHEREOF, the Mortgagee, having complied with all conditions necessary to render this a valid mortgage, and its officers, being duly authorized to do so, have executed this mortgage and affixed its seal hereto on the day and year first above written.

THE FARMERS COOPERATIVE ASSOCIATION

Mortgagee

(SEAL) *Walter E. Thomas*
 ATTEST: *Walter E. Thomas*
 Walter E. Thomas, Secretary

By *William J. Brink*
 William J. Brink, President

CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS, COUNTY OF DOUGLAS, ss.
 On this 29 day of January, 1962, before me appeared William J. Brink,
 to me personally known, who being by me duly sworn did say
 that he is the President of The Farmers Cooperative Association
 that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and did acknowledge said instrument to be the free act and deed of such corporation.
 Witness my hand and notarial seal the day and year in this certificate above written.

(SEAL)

My commission expires March 4, 1965

Eleanor J. Armstrong
 Eleanor J. Armstrong, Notary Public

Recorded January 30, 1962 at 11:15 A.M.

David R. Beck Register of Deeds