

and warrant to the Government the following property situated in the State of Kansas, County(ies) of

Douglas

TRACT A: The Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 6, Township 12, Range 18 in Douglas County, Kansas.

TRACT B: The Southeast Quarter of Section 7, Township 12, South, Range 18 East of the Sixth Principal Meridian, less traveled road running through said Southeast Quarter, Douglas County, Kansas.

Tract A is subject to an easement owned by Magnolia Pipeline Company for pipelines for the transportation of oil, gas and by-products thereof, executed under date of June 22, 1936 and recorded October 20, 1936 in Book 137 at Page 300 of the records in the Office of the Register of Deeds of Douglas County, Kansas.

Tract B is subject to mortgage dated February 26, 1958 and recorded March 4, 1958 in Book 117 at Page 560-1 of the records in the Office of the Register of Deeds of Douglas County, Kansas for the stated consideration of \$6,000.00, owned by The American Home Life Insurance Company, pursuant to assignment from the original mortgagee, C. R. Scott Mortgage Company, Inc., per assignment dated March 19, 1958 and recorded March 21, 1958 in Book 118 at Page 4 of said records.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein—all of which are herein called "the property".

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government any initial fees for inspection and appraisal, and any delinquency charges, now or hereafter required by regulations of the Farmers Home Administration.
- (3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of the annual charge, may be paid by the Government to the holder of the note as provided in the note and insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the note rate until paid to the Government.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.