

BOOK 133

83254

108-A REV. 4-58

Loan No.

## AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 21st day of JANUARY, 1963, between  
MAX LAPTAD and MARGARET LAPTAD, 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  
TWENTY-ONE THOUSAND and NO/100 (\$21,000.00) . . . . . 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:

On the West 1/4 acres of the South Half of the Southeast Quarter  
of Section 7, and the North Half of the Northwest Quarter, less  
railroad right-of-way, of Section 18, Township 12 South, Range  
20 East of the 6th P.M., less the following tract: Beginning at  
a point 1121.37 feet South of the Northeast corner of the North-  
west Quarter of Section 18, Township 12 South, Range 20 East;  
thence West 202.7 feet to the East line of the right-of-way of  
the Union Pacific Railroad Company; thence Southwesterly along  
said Railroad right-of-way 200.36 feet to the South line of the  
North Half of the said Northwest Quarter; thence East 211.65  
feet to the quarter section line; thence North 200 feet to the  
point of beginning, containing .958 acres, more or less. Also,  
less the following described tract: Beginning at a point 903.37  
feet South of the Northeast corner of the Northwest Quarter of  
Section 18, Township 12 South, Range 20 East of the 6th P.M.,  
thence West 189.25 feet to the East right-of-way of the Union  
Pacific Railroad, thence Southwest along railroad right-of-way  
221.17 feet, thence East 202.7 feet to the quarter section line,  
thence North 221.00 feet to the point of beginning, containing 1  
acre, more or less.

CONTAINING in all 116 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 \$ 21,000. , 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 JUNE, 1963, 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.