

85077 BOOK 135

AMORTIZATION MORTGAGE

Loan No.

THIS INDENTURE, Made this 19th day of JULY, 1963, between

LOLA S. POWELL, a single woman; BRADFORD H. POWELL, JR. and DORIS POWELL, his wife;
WAYNE D. POWELL aka WAYNE POWELL and JOANNE POWELL, 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
EIGHTEEN THOUSAND and NO/100 (\$18,000.00) 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 Southwest Quarter of Section 24, Township 14 South, Range
18 East of the 6th P.M. excepting therefrom a parcel 7 rods North
and South by 11 rods East and West in the Northeast corner of
said Quarter Section, containing about $\frac{1}{2}$ an acre, also except 11
acres, more or less, in the Southwest corner of said Quarter
Section, being that portion lying South of the County Road in
Douglas County, Kansas. ALSO, The North 120 acres of the Southeast
Quarter and the South 50 acres of the Northeast Quarter, all in
Section 12, Township 14 South, Range 18 East of the 6th P.M.

CONTAINING in all 317.75 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 \$ 18,000.00, with interest at the rate of 25 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 appli-
cation 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 Subordination Agreement Book 135 Page 217