

REAL ESTATE MORTGAGE FOR KANSAS

(INSURED INDIVIDUAL FO, LH OR SW LOAN)

KNOW ALL MEN BY THESE PRESENTS, Dated November 15, 1963

WHEREAS, the undersigned Cane F. Miller and Aliene C. Miller, husband and wife

residing in Douglas County, Kansas, whose post office

address is Route 1, Lawrence Kansas,
herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers
Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by a

certain promissory note, herein called "the note," dated November 15, 1963, for the principal sum of

Sixteen Thousand and no/100 Dollars (\$16,000.00), with interest at

the rate of Five percent (5%) per annum, executed by Borrower and payable to the order

of the Government in installments as specified therein, the final installment being due on November 15, 2003,
which note authorizes acceleration of the entire indebtedness at the option of the Government upon any default by
Borrower; and

WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the
purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pur-
suant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and
each holder of the insured note, in turn, will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to
the insured lender along with the note an insurance endorsement insuring the payment of the note fully as to
principal and interest; and

WHEREAS, at all times when payment of the note is insured by the Government, the Government by agree-
ment with the insured lender set forth in the insurance endorsement will be entitled to a specified portion of the in-
terest payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and
remedies against Borrower and any others in connection with said loan, as well as any benefit of this instrument, and
will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to
the Government; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note
is held by the Government, or in the event the Government should assign this instrument without insurance of the note,
this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument
shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall
constitute an indemnity mortgage to secure the Government against loss under its insurance endorsement by reason
of any default by Borrower;

NOW, THEREFORE, in consideration of said loan and (a) at all times when the note is held by the Govern-
ment, or in the event the Government should assign this instrument without insurance of the payment of the note,
to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein,
(b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein
to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default
by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures
made by the Government, with interest, as hereinafter described, and the performance of every covenant and agree-
ment of Borrower contained herein or in any supplementary agreement, Borrower does hereby mortgage, assign,
and warrant to the Government the following property situated in the State of Kansas, County(ies) of

Douglas
The South-Half (1/2) of the Northeast Quarter (1/4) of Section Thirty (30),
Township Twelve (12), South of Range Nineteen (19), East of the Sixth
Principal Meridian.

FHA 427-1 Kans. (Rev. 6-22-62)

together with all rights, interests, easements, hereditaments and appurtenances thereto 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 pro-
vided 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 Govern-
ment 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.

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