

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 8th day of JUNE, 1964, between

IRENE RUTH OWENS and MARION D. OWENS aka M. D. OWENS, her husband

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 TWELVE THOUSAND THREE HUNDRED and NO/100 (\$12,300.00) DOLLARS, in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgages to said mortgagee, all of the following described real estate situate in the County of and State of to-wit:

The South Half of the Southeast Quarter of Section 24, Township 12 South, Range 19 East, except a tract described as follows: Beginning at the Southwest corner of the North Half of said Quarter Section and running thence East along the South line of said North Half 49 rods, thence South 2 rods and 20 links, thence West 49 rods, thence North 2 rods and 20 links to the place of beginning, also less land taken by condemnation for the Kansas Turnpike Project in Action No. 20,460 in the office of the Clerk of the District Court described as: Beginning at a point on the West line of said Southeast Quarter, said point being 1368.68 feet South of the Northwest corner of said Southeast Quarter; thence East 45.0 feet; thence South 220.0 feet; thence West 45.0 feet; thence North 220.0 feet to the point of beginning, less the West 33.0 feet thereof, which is being used for road purposes, containing 0.23 acres, more or less; also less beginning at the Southwest corner of the Southeast Quarter of Section 24, Township 12 South, Range 19 East, thence East along the South line of said Southeast Quarter 830.30 feet, thence North parallel to the West line of said Southeast Quarter, 246.00 feet; thence West parallel to the South line of said Southeast Quarter 427.30 feet; thence North parallel to the West line of said Southeast Quarter 487.00 feet; thence West parallel to the South line of said Southeast Quarter 403.00 feet to the West line of said Southeast Quarter; thence South 733.00 feet to the point of beginning; subject to a 33 foot road right of way along the West side, containing 9.00 acres, more or less. Also beginning at the Northeast corner of the Northeast Quarter of Section 25, Township 12 South, Range 19 East, thence South on the Section line to the center of Brewery Brook, thence Northwesterly along the center of said Brook to the North line of said Quarter Section, thence East on Section line to place of beginning, containing 6.64 acres, more or less; also Lot 2 of Section 19, Township 12 South, Range 20 East; also that part of Lot 1, Section 30, Township 12 South, Range 20 East lying and being North of the center of Brewery Brook, all East of the 6th P.M., and all subject to and excepting the rights of way so used and occupied by the Atchison, Topeka and Santa Fe Railroad Company.

CONTAINING in all 100.77 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 mortgagee, in the amount of \$ 12,300. 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 DECEMBER, 1997, 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.

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