

88225

BOOK 137

**REAL ESTATE MORTGAGE FOR KANSAS**  
(INSURED INDIVIDUAL FO, LH OR SW LOAN)

KNOW ALL MEN BY THESE PRESENTS, Dated June 16, 1964

WHEREAS, the undersigned Charles F. Hornberger and Erma G. Hornberger, husband and wife

residing in Douglas County, Kansas, whose post office

address is Route 2 Baldwin 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 June 16, 1964, for the principal sum of  
Eight Thousand Eight Hundred and no/100 Dollars (\$8,800.00), 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 June 16, 2004  
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 pursuant 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 agreement with the insured lender set forth in the insurance endorsement will be entitled to a specified portion of the interest 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 Borrower 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 Government, 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 agreement 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 North Half of the Southwest Quarter of Section 29; and the Southwest Quarter of the Southwest Quarter of Section 29; and the East Half of the Southeast Quarter of Section 30, less the following: Beginning at a point on the Section line 753.68 feet North of the Southeast corner of said Southeast Quarter of said Section 30, thence West parallel to the South line of said Southeast Quarter 380 feet, thence North parallel to the East line of said Southeast Quarter 1146.32 feet, thence East parallel to said South line 380 feet to a point on the East line of said Southeast

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Quarter, thence South 1146.32 feet to the point of beginning, containing 10 acres, more or less, all in Township 14 South, Range 19 East of the Sixth Principal Meridian. This mortgage is subject to a prior mortgage in favor of The Federal Land Bank of Wichita dated October 15, 1962 and recorded in Book 132 at page 354 in the office of the Register of Deeds of Douglas County, Kansas