

STATE OF **KANSAS**  
**DOUGLAS** COUNTY, SS.

BE IT REMEMBERED, That on this **6th** day of **November** A.D. 19 **64**  
 before me, a **Notary Public** in the aforesaid County and State,  
 came **Ward J. Moore and Mary Lee Moore, husband**  
**and wife**

to me personally known to be the same person(s) who executed the foregoing instrument and duly  
 acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last  
 above written.

My Commission Expires **April 21** 19 **66**

*L. E. Eby*  
**L. E. Eby** Notary Public

Recorded November 10, 1964 at 10:45 A. M.

Register of Deeds

89885 BOOK 139

100-A REV. 4-52

Loan No.

## AMORTIZATION MORTGAGE

THIS INDENTURE, Made this **28th** day of **OCTOBER**, 19 **64**, between**KENNETH O. von ACHEN and DOROTHY E. von ACHEN, his wife**of the County of **JOHNSON**, 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  
**THIRTY-ONE THOUSAND FOUR HUNDRED and NO/100 (\$31,400.00)** 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 North Half of the Northwest Quarter, the Southwest  
 Quarter of the Northwest Quarter and the Northwest Quarter of  
 the Southwest Quarter, of Section 10, Township 13 South, Range  
 21 East of the 6th P.M.CONTAINING in all **160** acres, more or less, according to the  
 United States Government Survey thereof.Together with other land in Johnson County containing in all  
**313.54** acres, more or less.Together with all privileges, hereditaments and appurtenances thereto 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 \$ **31,400.00**, 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**, 19 **97**, 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.

The undersigned, owner of the within mortgage, hereby acknowledges the full payment of the debt secured thereby, and authorizes the Registrar of Deeds to  
 enter the discharge of this mortgage of record.  
 (Corp. Seal)

RELEASE

Dated this 25th day of August 1967 THE LAWRENCE BUILDING AND LOAN ASSOCIATION  
 also known as Lawrence Savings Association by **H.D. Vaughn, Executive Vice President** Mortgagee.

FILED  
 NOV 10 1964  
 DOUGLAS COUNTY  
 KANSAS  
 H. D. VAUGHN  
 Executive Vice President  
 Lawrence Building and Loan Association