90092 BOOK 139 AMORTIZATION MORTGAGE

11.

Loan No.

THIS INDENTURE Made this day of NOVEMBER 19th , 19 G_1 , between EMIL W. HECK, JR. and BETTE O. HECK, his wife -EMIL W. HECK and MINNIE B. HECK, his wife

of the County of DOUGLAS , and State of KANSAS , hereinafter called mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, Wichita, Kanses, hereinafter called

WINESSETH: That said mortgager, for and in consideration of the sum of WINESSETH: That said mortgager, for and in consideration of the sum of TWELVE THOUSAND SEVEN HUNDRED and ND/100 (512,700,00) **** * * * * * * * * * DOLLARS, In hand paid by mortgages, receipt of which is hereby acknowledged, mortgages to said mortgages, all of the following de-seribed real saturate in the County of DEPLAS , and State of RANSAS , to-with

all of the land owned by the party of the first part located In the East Half of the Southwest Cuarter of Section 18, Township 12 South, Range 20 East of the 6th P.M., and further described as follows:

The East Half of the Southwest Quarter of Section 18, Township, 12 South, Range 20 East of the 6th P.H., consisting of 16 1/5 acres, and in the same quarter section, 10 acres lying East of Union Pacific Reliroad on Highway 24 and 59 in the mortheast of the southwest.

CONTAINING in all 55 1/5 acres, sore 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 mortgager to mort-gagee, in the amount of \$ 12,700,00 , with interest at the rate of per cent per annum, and principal, with interest, being payable on the amortization plan in installments, the last installment being due and payable on the 15 mit day of DECEMBER . 19 97, and providing that defaulted payments shall bear interest at the rate of six per cent

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.

against the property serven mergagest. 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 tormade, in companies and amounts satisfactory to mortgages as its intervent and appear. At the option of mortgages, and subject to general regulations of the destroyed improvement(s); or, if not so appled may, at the option of mortgages, and subject to general regulations of the destroyed improvement(s); or, if not so appled may, as the option of mortgages, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgages.

5. To use the proceeds from the loan secured hereby solely for the purposes set forth in mortgagor's appli-

A 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 fo remove or permit to be removed from said premises any buildings or improvements situate thereon; not to commit or auffer waste to be committed upon the premises; not to cut or remove any timber thereform, 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 improve drainage or irrigation of said land.

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