

Form FHA 417-2 Kans.  
(Rev. 3-9-63)

Position 5

BOOK 142 3418

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATIONREAL ESTATE MORTGAGE FOR KANSAS  
(DIRECT LOAN)KNOW ALL MEN BY THESE PRESENTS, Dated November 29, 1965WHEREAS the undersigned, James A. Adams aka James A. Adams Sr. and SusanJ. Adams, husband and wiferesiding in Douglas

County, Kansas, whose post

office address is Route 1, Endora

Kansas,

hereinafter called Borrower, are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, hereinafter called the Government, as evidenced by one or more certain promissory note(s) or assumption agreement(s), hereinafter called note(s), executed by Borrower and payable to the Government, containing covenants and agreements of Borrower in addition to the promise(s) to pay money, and authorizing optional acceleration of the entire indebtedness upon Borrower's breach of any covenant or agreement, said note(s) being described as follows:

Date of instrument	Principal amount	Annual rate of interest	Due date of final installment
11-29, 1965	\$11,670.00	4%	11-29-1998

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof and of any advances made hereunder and any renewals and extensions of any debt secured hereby, all with interest, and to secure the performance of every covenant and agreement of Borrower contained herein, in said note(s), or in any supplementary agreement, Borrower does hereby mortgage, assign, and warrant to the Government the following-described property

situated in the State of Kansas, County (ies) of Douglas

Four acres by parallel lines off the West side of the following described real property; The South 50 acres of the South Half of the Northwest Quarter of Section Twenty-one (21), all in Township Fourteen (14), Range Twenty-one (21).

subject to an oil and gas lease in favor of John S. Holmes dated November 19, 1958 and recorded November 19, 1959 and subsequently assigned to Adrian J. Belisle and Don J. Belisle, doing business as "Gas and Oil Operations" on November 16, 1960.

together with all rights, interests, easements, hereditaments and appurtenances thereunto 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 or conveyance of any part thereof or interest therein, including but not limited to payments for property taken by eminent domain—all of which are hereinafter called said property;

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to said property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, AGREES TO PAY when due the indebtedness hereby secured and, so long as any such indebtedness remains unpaid, COVENANTS AND AGREES TO:

- (1) pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against said property and promptly deliver to the Government without demand receipts evidencing such payments;
- (2) keep said property insured as required by and under policies approved by, delivered to, and retained by the Government;
- (3) maintain improvements in good repair and make repairs required by the Government; operate said property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not abandon said property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes;
- (4) if this instrument secures a "Farm Ownership" loan as identified in Farmers Home Administration regulations, personally operate said property with his own and his family labor as a farm and for no other purpose, and not lease said property or any part of it, unless the Government consents in writing to another method of operation or to a lease;
- (5) comply with all laws, ordinances, and regulations affecting said property;
- (6) pay or reimburse the Government for expenses reasonably necessary or incidental to protection of the lien and priority hereof and to enforcement of or compliance with the provisions hereof and of any instrument secured hereby (whether before or after default), including but not limited to costs of evidence of title to and survey of said property, costs of recording this and other instruments, attorneys' fees, trustees' commissions, court costs, and expenses of advertising, selling and conveying said property;

## AND THAT:

- (7) any amounts required herein to be paid by Borrower may, if not paid when due, be paid by the Government and thereupon shall be secured hereby, bear interest at the rate borne by said note if only one is described, or, if more than one is described above and secured hereby, at the rate borne by the one selected by the Government in its sole discretion, and be immediately due and payable by Borrower to the Government, without demand, at the place designated in the note;
- (8) neither said property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government;
- (9) at all reasonable times the Government and its agents may inspect said property to ascertain whether the requirements hereof are being met;