

2017 BOOK 111

108-A REV. 4-66

AMORTIZATION MORTGAGE

Loan No.

THIS INDENTURE, Made this 12th day of JULY, 1957, between

DALE D. POWELL AND BARBARA E. POWELL, his wife,

of the County of Thomas, 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 FOUR THOUSAND AND NO/100 (\$4,000.00) 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 TONGAS, and State of KANSAS, to-wit:

Beginning at the Northeast corner of the South Half of the Northwest Quarter of Section 1, Township 14 South, Range 18 East of the 6th P. M.; thence South on Quarter Section Line 117.12 feet to the center of Lone Star County Road No. 220, thence along County Road No. 220 South 77° 10' West 150 feet, thence South 16° 41' West 100 feet, thence South 51° 16' West 300 feet, thence South 41° 30' West 100 feet to center of concrete culvert on County Road No. 220, thence leaving County Road No. 220 North 57° 12' West 1472.5 feet, more or less, to the North line of South Half of said Northwest Quarter of Section 1, Township 14 South, Range 18 East; thence East 83° 14' West, more or less, to the point of beginning, being part of the South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section 1, Township 14 South, Range 18 East of the 6th P. M. LESS, Beginning at the Northeast corner of the South Half of the Northwest Quarter of Section 1, Township 14 South, Range 18 East; thence South on the Quarter Section Line 117.12 feet to the center of Lone Star County Road No. 220; thence along County Road No. 220 South 77 degrees and 10 minutes West 150 feet; thence in a Northwesterly direction to a point on the North line of said South Half of said Northwest Quarter 325 feet West of the Northeast corner of said South Half of said Northwest Quarter; thence East along said North line 325 feet to the point of beginning, containing 2.3 acres, more or less.

CONTAINING in all 11.15 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 \$ 4,000.00, with interest at the rate of 5% 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 1st day of DECEMBER, 1957, 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.