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5897

REAL ESTATE MORTGAGE FOR KANSAS
(INSURED LOANS TO INDIVIDUALS)

BOOK 144

KNOW ALL MEN BY THESE PRESENTS, Dated August 9, 1966

WHEREAS, the undersigned George W. Freeman and Billye B. Freeman,
husband and wife

residing in Douglas County, Kansas, whose post office

address is 610 Jersey Street, 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 August 9, 1966, for the principal sum of

Thirteen Thousand Dollars (\$13,000.00), 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 August 9, 1999,
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 pur-
suant 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 agree-
ment with the insured lender set forth in the insurance endorsement will be entitled to a specified portion of the in-
terest 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 holder 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 Govern-
ment, 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 agree-
ment 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

Any of the property constructed, improved, or purchased with
the loan will be personally occupied and used by borrower and
not rented or leased, unless the Government gives written consent
otherwise.

Beginning at the Northeast corner of Section Eight (8), Township
15 South, Range 21 East; thence South along East line of said Section
276 feet; thence West parallel to the North line of said Section 228
feet; thence North parallel to the East line of said Section 276
feet to the Section line; thence East on the Section line 228 feet
to the point of beginning. Less land to the State of Kansas for
Highway purposes. Recorded in Deed Book No. 140, Page No. 11 in
the Office of the Register of Deeds Douglas County, Kansas.
Containing 1.2539 acres more or less.

For Release of Mortgage See book 148 pg. 533