

THIS INDENTURE, Made the thirteenth day of December A. D. 1966 between

Fred B. Benson, Jr. and Ruth H. Benson, individually and as husband and wife, of the County of Montgomery and State of Kansas; Fred B. Benson, III, and Nancy Lou Benson, individually and as husband and wife, of the County of Leavenworth and State of Kansas, and Charles E. McPheeters and Beverly Benson McPheeters, individually and as husband and wife, of the County of Douglas and State of Kansas hereinafter (whether one or more in number) called Mortgagors, and The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, having its principal place of business and post office address at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 hereinafter called Mortgagee:

WITNESSETH, That Mortgagors, in consideration of the sum of One hundred sixty-eight thousand - - - - - dollars to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto Mortgagee, forever, the following described Real Estate in the County of Douglas - - - - - and State of Kansas, to-wit:

The South half of Section 9, also the Northeast Quarter of Section 16, less that part lying South of the center channel of Wakarusa Creek; also the Northwest Quarter of Section 16, less 10 acres in the Southwest corner thereof described as follows: Commencing at the Southwest corner of the Northwest Quarter of Section 16; thence East 40 rods; thence North 40 rods; thence West 40 rods; thence South 40 rods to place of beginning, also the Northwest Quarter of Section 15, and all that part of the Southwest Quarter of Section 15 as lies North of the center of the channel of Wakarusa Creek and less that portion of the Northeast Quarter of the Southwest Quarter of said Section 15, lying South and East of the center of the present public highway running in a northeasterly and southwesterly direction through said quarter section and North of the center of the channel of Wakarusa Creek, all being in Township 13 South of Range 19 East of the Sixth Principal Meridian, containing 811 acres, more or less, subject to highways and to easements of record, if any.

A part of the proceeds of the loan hereby secured are being applied on the purchase price of the premises above described.

Mortgagors covenant and agree that they will perfect their water appropriation right in accordance with the laws of the State of Kansas; that they will obtain a Certificate of Appropriation from the Division of Water Resources, State Board of Agriculture, within the legally allotted time, and record said Certificate of Appropriation in the office of the Register of Deeds in the County in which the irrigation well is located and deliver a copy of the recorded Certificate of Appropriation to Mortgagee. In default of any of the provisions hereof, or in the event Mortgagors are guilty of any act or omission which may result in the forfeiture of priority or forfeiture of the Certificate of Appropriation, any such default shall constitute a default under the terms of this mortgage.

Together with the hereditaments and appurtenances to the same belonging or in any wise appertaining, and all of the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the premises unto Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses herein set forth.

CONDITIONED, HOWEVER, That if - - - - - Mortgagors

shall pay or cause to be paid to Mortgagee, at its office in the City of Milwaukee, Wisconsin, or at such place which may hereafter be designated by Mortgagee, the principal sum of One hundred sixty-eight thousand - - - - - dollars, with final maturity December 13, 1986 - - - - - and with interest, according to the terms of a promissory note of even date herewith executed by them and payable to the order of Mortgagee, and shall likewise pay or cause to be paid such additional sums, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagors when evidenced by a promissory note or notes of Mortgagors, such additional note or notes to be identified by a recital that it or they are secured by this mortgage, and such note or notes shall be included in the word "note" wherever it appears in the context of this mortgage, and shall also fully perform all the covenants, conditions, and terms of this mortgage, then these presents shall be void, otherwise to remain in full force and effect, and Mortgagee shall issue a release of this mortgage, which Mortgagors agree to record at their own expense.

MORTGAGORS COVENANT AND AGREE:

1. That at the time of the execution and delivery of this mortgage, Mortgagors are well seized of said premises in fee simple, have good right and authority to mortgage the same as herein provided, that said premises are free from all incumbrances and charges whatever, and that Mortgagors will forever warrant and defend the same against all lawful claims whatsoever.

2. To keep said premises insured for the protection of Mortgagee in such manner, in such amounts and in such companies as Mortgagee may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Mortgagee; and that loss proceeds (less expenses of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not, or to the restoration of said improvements.

3. To pay all taxes and special assessments of any kind that have been or may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the note or debt secured hereby, or upon the interest of Mortgagee in said premises or in said note or said debt, and procure and deliver to Mortgagee, at its home office, ten days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments.