

REAL ESTATE MORTGAGE FOR KANSAS
(INSURED LOANS TO INDIVIDUALS)

KNOW ALL MEN BY THESE PRESENTS, Dated January 24, 1967

WHEREAS, the undersigned Gary Lee Warren and Mary F. Warren,
husband and wife

residing in Douglas County, Kansas, whose post office

address is Route 5, Lawrence, Kansas,
herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Admin-
istration, United States Department of Agriculture, herein called the "Government," as evidenced by a certain promissory

note, herein called "the note," dated January 24, 1967, for the principal sum of
Twenty-Seven Thousand Two Hundred Eighty-----Dollars (\$27,280.00), 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 January 24, 2007
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 pursuant 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, when payment of the note is insured by the Government, the Government by agreement with the insured lender
set forth in the insurance endorsement may be entitled to a specified portion of the interest 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 Government, 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 Govern-
ment 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 des-
cribed, and the performance of every covenant and agreement 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

The South Half of the Southeast Quarter; the West Half of the Southwest
Quarter; and the West 17 acres of the Southeast Quarter of the Southwest
Quarter; all in Section 17, Township 15 South, Range 18 East of the Sixth
Principal Meridian. Subject to easements and restrictions of record.

FHA 427-1 Kans. (Rev. 5-18-66)

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, conveyance, or condemnation of any part thereof or interest
therein—all of which are herein called "the property";

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the
property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements,
reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless
the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all
times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government,
as collection agent for the holder.

(2) To pay to the Government any initial fees for inspection and appraisal, and any delinquency charges, now or hereafter
required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less
the amount of any annual charge, may be paid by the Government to the holder of the note as provided in the note and insur-
ance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held
by the Government or by an insured lender, may be credited by the Government on the note and thereupon shall constitute an
advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph
shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to
the Government.