

527 527

100-A REV. 4-59

BOOK 145 7747

Loan No. 333943-844-K

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 10th day of FEBRUARY, 1967, between

JOHN W. MUSICK and EVELYN MUSICK, husband and wife,

of the County of DOUGLAS, 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 TWENTY-FOUR THOUSAND EIGHT HUNDRED AND NO/100 (\$24,800.00) 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 DOUGLAS, and State of KANSAS, to-wit:

On the Southwest Quarter of Section 15, less the following tract: Beginning at the Southeast corner of said Southwest Quarter; thence North 416 feet; thence West 277 feet; thence South 416 feet; thence East 277 feet to the point of beginning, containing 3 acres, more or less; also all that part of the Southeast Quarter of Section 15 lying North and West of the Westerly and Northerly boundary line of Douglas County Lone Star Park, which Northerly and Westerly boundary line is described as follows: Beginning at a point on the South line of said Section 15 1,064.70 feet West of the Southeast corner thereof, thence North 6 degrees 52 minutes East 374.6 feet, thence North 21 degrees 58 minutes East 331.5 feet, thence North 14 degrees 39 minutes East 216.0 feet, thence North 58 degrees 19 minutes East 150.0 feet, thence North 35 degrees 20 minutes East 285.9 feet, thence North 43 degrees .06 minutes East 294.2 feet, thence North 12 degrees 24 minutes West 311.0 feet, thence North 59 degrees .07 minutes East 107.5 feet, thence South 76 degrees 33 minutes East 175.0 feet, thence North 86 degrees 44 minutes East 133.45 feet to a point on the East line of said Section 15; also all that part of the Northwest Quarter of the Southwest Quarter of Section 14, which lies West of the Westerly boundary line of the Douglas County Lone Star Park, which said boundary line is described as follows: Beginning at a point which is 404.87 feet North of the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 14, thence North 36 degrees 36 minutes East 509.3 feet, thence North 83 degrees .04 minutes East 372.4 feet, thence North 58 degrees 14 minutes East 442.5 feet, thence North 4 degrees .06 minutes West 229.1 feet to a point in the North line of the Southwest Quarter of said Section 14, all of said land being in Township 14, Range 18 East of the 6th P. M. and containing in all 303 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 \$ 24,800.00, with interest at the rate of 6 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 first day of JUNE, 2003, 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.