

8644 BOOK 146  
REAL ESTATE MORTGAGE FOR KANSAS  
(INSURED LOANS TO INDIVIDUALS)

KNOW ALL MEN BY THESE PRESENTS, Dated May 17, 1967

WHEREAS, the undersigned Everett J. Shockley and Nancy L. Shockley  
husband and wife

residing in Douglas County, Kansas, whose post office

address is 2517 Century Drive 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 May 17, 1967, for the principal sum of  
Twelve Thousand Nine Hundred Fifty and no/100 Dollars (\$12,950.00), 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 May 17, 2000  
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

Beginning at a point 870.0 feet East of the Northwest corner  
of Section Twenty-three (23), Township Twelve (12) South,  
Range Nineteen (19) East, thence East along the North line  
of Section 23, 140.0 feet; thence South 344.14 feet parallel  
to the West line of Section 23; thence West 140.0 feet  
parallel to the North line of Section 23; thence North 344.14  
feet to the point of beginning, including a 33.0 foot roadway  
on the North, containing 1.11 acres, more or less, including  
roadway. Subject to restrictions and easements of record.