

## THE FEDERAL LAND BANK OF WICHITA

## FIRST FARM MORTGAGE

THIS INDENTURE, Made this 17th day of JANUARY 1968, between

ERVIN I. STEELE and FRED A MAE STEELE, a/k/a FRED A. STEELE, his wife,

hereinafter called mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a corporation, organized and existing under the Federal Farm Loan Act approved July 17, 1916, hereinafter called mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of

THIRTY THOUSAND AND NO/100 (\$30,000.00) 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

## Tract One:

The S $\frac{1}{2}$  of the S $\frac{1}{2}$  of Section 7, Township 13 South, Range 19 East of the 6th P. M., excepting therefrom the following described tracts: Beginning at the Southeast corner thereof, thence West along the South section line of said Section 7, a distance of 4.60 chains; thence North to the center of the Lawrence and Emporia State Highway, running thence along the center line of said State Highway to the East line of said Section 7; thence South along said East section line to the place of beginning; Also excepting the following described tract: Beginning at a point on the West line of said Section and 1325 feet South of the Northwest corner of said South Half, thence South 110 feet, thence East 922 feet, thence North 45° East 155.50 feet, thence West 1032 feet to the place of beginning.

## Tract Two:

Beginning at the Northwest corner of Section 17, Township 13 South, Range 19 East of the 6th P. M., thence South on the West line of said Section 895 feet more or less to the center line of Wakarusa Creek, thence Southeasterly down said Creek to a point 1322 feet East of the West line and 1791 feet South of the North line of said Section 17, thence North 1791 feet to the North line; thence West on said North line of said Section 1322 feet to the place of beginning.

## Tract Three:

Beginning at the Northeast corner of Section 18, Township 13 South, Range 19 East of the 6th P. M., thence West along the North line of said Section, 1190 feet to a point in the old Lawrence and Emporia State Road, thence South 65° 30' West 100 feet to the center of Skunk Hollow, thence Southeasterly down said Skunk Hollow 350 feet, more or less, to the center of Wakarusa Creek thence down the center line of said Wakarusa Creek to where it crosses the East line of said Section, 895 feet more or less South of the Northeast corner of said Section, thence North on the East line of said Section, 895 feet, more or less, to the point of beginning.

## Tract Four:

Beginning at a point 320 feet West and 470 feet North of the Southeast corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 18, Township 13 South, Range 19 East of the 6th P. M., in the center of the channel of Wakarusa Creek at the outlet of a proposed cut, thence following the center line of Wakarusa Creek around the bend to the beginning of said proposed cut, thence North 65° East along the center line of said cut 263 feet to the place of beginning.

## Tract Five:

Also, a tract described as follows: Beginning at the Northeast corner of the NW $\frac{1}{4}$  of Section 18, Township 13 South, Range 19 East; thence running South 6 chains to the center of Wakarusa Creek, thence up the center of Wakarusa Creek to a point 11.25 chains East of the West line of said Quarter Section, thence North 28.14 chains to the North line of said Quarter Section, thence East on said North line 27.23 chains to the place of beginning.

## Tract Six:

Four and three-fourths acres in the Southeast corner of the Northwest Quarter of Section 18, Township 13 South, Range 19 East of the 6th P. M. being the part cut off of said Quarter Section by what is known as the Sigil Road;

## Tract Seven:

The North 28 acres of the North 57 acres of the Southwest Quarter of Section 18, Township 13 South, Range 19 East of the 6th P. M.

CONTAINING 264 acres, more or less.

Containing acres, more or less.  
Subject to existing easements and rights of way and except mineral interests owned by third persons under valid reservations or conveyances now of record.

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; also abstracts or other evidence of title to the above described real estate.

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 \$ 30,000.00 with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of JUNE 2004

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.