

412

STATE OF KANSAS KANSAS CORPORATION ACKNOWLEDGMENT
County of DOUGLAS
BE IT REMEMBERED, That on this 18th day of APRIL, A. D. 1968, before me
the undersigned, a Notary Public in and for the County and State aforesaid, came FRANK T. DAVIS
President of the Phi Gamma Delta Chapter House Association, a Corporation
a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas
and FRANK W. WALLACE Secretary of said corporation, who are personally known to
me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within
instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed
of said corporation. Phi Gamma Delta Chapter House Association
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.
My Commission Expires Jan. 16, 1969
Notary Public
Carl H. Lavery
KNOW ALL MEN BY THESE PRESENTS:
ASSIGNMENT
Recorded June 24, 1968 at 2:55 P.M. Jama Dean Register of Deeds

USDA-FHA
Form FHA 427-1 Kans.
(Rev. 6-30-67)

Position 5

12541 REAL ESTATE MORTGAGE FOR KANSAS
(INSURED LOANS TO INDIVIDUALS)
BOOK 150

KNOW ALL MEN BY THESE PRESENTS, Dated June 24, 1968

WHEREAS, the undersigned Gerald L. Waters and E. Maureen Waters

residing in Douglas County, Kansas, whose post office

address is Box 237, Baldwin, Kansas 66006,
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 June 24, 19 68, for the principal sum of

Eleven Thousand Five Hundred and 00/100----- Dollars (\$11,500.00), 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 June 24, 1988,
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 all amounts payable to the insured lender in
connection with the loan; 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 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, including any provision for the
payment of an insurance or other charge, (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 Government 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 described, 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