

THE FEDERAL LAND BANK OF WICHITA

First Farm and Ranch Mortgage

THIS INDENTURE, Made this 3rd day of SEPTEMBER, 19 69, between

DALE E. BABBITT and NORMA L. BABBITT, husband and 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 making of a loan as evidenced by a note described herein, 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:

The south 60 acres of even width of the Southeast Quarter of Section 17, Township 13 South, Range 18 East of the Sixth Principal Meridian; Also, the South Half of the Southwest Quarter of Section 16, Township and Range aforesaid, excepting that part thereof lying northwest of the middle of Wakarusa Creek, containing $1\frac{1}{2}$ acres; Also, the Northwest Quarter and the West Half of the West Half of the Southwest Quarter of Section 21, Township and Range aforesaid; Also, that part of the Northeast Quarter of Section 20 in Township and Range aforesaid, bounded and described as follows, viz: Beginning at the northeast corner of said Northeast Quarter of said Section 20 and running south with the East Section line 136 rods 7 feet; thence west to the middle of Wakarusa Creek; then in a generally northerly direction with the middle of said creek to the north line of said Northeast Quarter and thence East with said north line to the place of beginning, containing 28 acres, more or less; Also, a right of way 14 feet in width along the East side of Wakarusa Creek through the North Half of the Southwest Quarter of Section 16 aforesaid to a point about 15 rods south of the north line of said Southwest Quarter and thence in a northeasterly direction to a point on said north line about 10 rods east of the middle of said creek, containing in all 367 acres, more or less; and

The Southwest Quarter of Section 15; and the north 10 acres of the Northwest Quarter of Section 22, all in Township 13 South of Range 18 East of the Sixth Principal Meridian, containing 170 acres, more or less.

Containing 538 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 \$ 99,900.00 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 DECEMBER 2002

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 the 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