

Containing 160 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 \$ 16,800.00 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 4 DECEMBER 2002

Mortgagor hereby covenants and agrees with mortgagee as follows:

1. To be 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 whatsoever.
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 in tornado, in companies and amounts satisfactory to mortgagee, any policy evidencing such insurance to be deposited with, and less thereunder to be payable to mortgagee as its interest may appear. At the option of mortgagee, 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 improvements, 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 willfully 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.

7. The mortgagee may, at any time without notice, release all or any part of the premises described herein, grant extensions and deferments, agree to and grant renewals and reamortizations of the indebtedness, or any part thereof, or release from personal liability any one or more parties who are or may become liable for the indebtedness or any part thereof, without affecting the priority of this mortgage or the personal liability of the mortgagor or any party liable or who may become liable for the payment of the loan hereat.

8. To reimburse mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which mortgagee may be obliged to defend its rights or lien as aforesaid hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses, and such sums shall be secured hereby and included in any decree of foreclosure.

This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary thereto.

In the event mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed against property herein mortgaged, or fails to maintain thereon as hereinbefore provided, mortgagee may make such payments or provide such insurance, and the monies so paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment as provided for in the above described note.

The said mortgagor hereby transfers, assigns, vests, conveys and conveys to mortgagee all rents, royalties, bonuses and delay moneys that may from time to time become due and payable upon and out of and on or other mineral interests of any kind now existing or that may hereafter come into existence, including the above described land, or any portion thereof, and any sums which are now payable or which at any time in the future may become payable to mortgagee, or mortgagee's settlement and satisfaction of all claims, injuries and damages of whatsoever kind, including, but not limited to oil and gas, and related interests, with the production, exploration, drilling, operating or mining for minerals, agree to have the same knowledge and deliver to the mortgagee such instruments as the mortgagee may now or hereafter require in order to facilitate the payment of said rents, royalties, bonuses, delay moneys, claims, injuries and damages. All such sums so received by the mortgagee shall be applied, first, to the payment of matured installments upon the note(s) secured hereby and, or to the reimbursement of the mortgagee for any sums advanced in payment of taxes, insurance premiums, or other assessments as herein provided, together with the interest due thereon, and second, the balance, if any, upon the principal remaining unpaid on such a mortgage, however, so not to deplete or reduce the installment payments due on any other mortgage, and of all such sums, without prejudice to its rights to take and retain any future sums or sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder to the mortgagee of the aforementioned payments shall be construed to be a provision for the payment or reduction of the mortgage debt subject to the mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon release of the mortgage of record, this agreement shall become inoperative and of no further force and effect.

In the event of foreclosure of this mortgage, mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues and profits thereof. The amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

In the event mortgagor defaults with respect to any covenant or condition herein, then, at the option of mortgagee, the indebtedness secured hereby shall forthwith become due and payable and bear interest as provided for in the above described note and this mortgage shall automatically be accelerated. Any values and benefits of the covenants and conditions herein.

Mortgagee hereby gives notice of election to decide the whole debt due as herein provided, and also the benefit of all stay, valuation, and other remedies herein provided.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, assigns, administrators, executors and assigns of the mortgagor herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and the day and year first above written.

Harold Hoffsommer

Billie Z. Hoffsommer

STATE OF KANSAS
COUNTY OF DOUGLAS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17 day of September 1969, personally appeared

HAROLD HOFFSOMMER and BILLIE Z. HOFFSOMMER, husband and wife,
to me personally known and known to me to be the identical persons
who executed the within and foregoing instrument and
declared to me that they executed the same as their free and voluntary act and deed for the uses and purposes

herein stated and official seal the day and year first above written.



Anthony P. Mohr Notary Public