

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21 3rd day of October, A.D. 19 69.

Craig G. Black (SEAL) Constance E. Black (SEAL)  
Craig G. Black (SEAL) Constance E. Black (SEAL)

State of Kansas

County of Douglas } SS

I, Mary E. Haid, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Craig C. Black and Constance E. Black, husband and wife

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they have signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the waiver of all rights under any homestead, exemption and valuation laws.

My hand and Notarial Seal this 3rd day of October, A.D. 19 69.  
 My Commission expires April 16, 1973

Mary E. Haid Notary Public

Recorded October 6, 1969 at 3:27 P.M. James Beam Register of Deeds

USDA-FHA Form FHA 427-1 Kans. (Rev. 6-30-67) Position 5

18856 BOOK 155

REAL ESTATE MORTGAGE FOR KANSAS (INSURED LOANS TO INDIVIDUALS)

KNOW ALL MEN BY THESE PRESENTS, Dated October 7, 1969

WHEREAS, the undersigned David C. Hopper and Patricia A. Hopper, husband and wife

residing in Douglas County, Kansas, whose post office address is Box 173, Eudora, Kansas 66025

herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by a certain promissory note, herein called "the note," dated 19 for the principal sum of Fourteen Thousand Two Hundred and no/100---- Dollars (\$14,200.00), with interest at the rate of six & one-fourth percent (6 1/4 %) per annum, executed by Borrower and payable to the order of the Government in installments as specified therein, the final installment being due on October 7, 2002, 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;