

THE FEDERAL LAND BANK OF WICHITA

First Farm and Ranch Mortgage

Loan No.
Loan No. 323163-844-K Combined

THIS INDENTURE, Made this 30th day of JANUARY 1970, between
 MAX MC CLURE and SARAH MC CLURE, husband and wife, and Ethel E. MC CLURE, a widow,

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, to secure the indebtedness hereinafter described, hereby mortgages to said mortgagee, all of the following described real estate situate in the County of DOUGLAS and State of KANSAS to-wit:

On the West Half of Section 13, excepting therefrom a parcel of land containing 1.75 acres, more or less, conveyed for school purposes, bounded and described as follows: Beginning at a point 20 feet north of the Southeast corner of said Half Section and running thence west 28 rods, thence north 10 rods, thence east 28 rods, thence south 10 rods to the place of beginning; also the Northwest Quarter of Section 14 and the East Half of Section 14, all in Township 12 South, Range 18 East of the 6th P. M. containing in all 798 acres, more or less,

Containing 798 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 thereto 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 secures the payment of all indebtedness now or hereafter unpaid and owing under the following loans made by mortgagee.

A loan previously made, evidenced by a promissory note dated February 1, 1965 in the original principal amount of \$ 50,000.00

A loan now being made, evidenced by a promissory note of even date herewith, in the principal amount of \$ 30,000.00

with principal amounts with interest being due in installments, the last due on July 1, 2003 and interest upon such indebtedness being due at the rates and in the manner provided in said notes and in a supplemental agreement of even date herewith, which provide for future changes in such interest rates.

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 notes and supplemental agreement.
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 matured indebtedness, or as extra payments on unmatured indebtedness, in the manner provided in said notes and supplemental agreement.
5. To use the proceeds from the loan now being made solely for the purposes set forth in the application therefor.
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 building 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.