If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular. IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals the day and year first above written Herbert M Williams Develot B Hilliams Beulah B Hilliams (LS) (LS) Beulah B Williams STATE OF KANSAS (LS) COUNTY OF POUGLAS BE IT REMEMBERED, that on this <u>23,20</u> day of <u>Montematic Representation</u>, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came <u>Mathematical Mathematical Representation</u> BEULAH B. WILLADS. to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acexecution of the same. IN THSTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written. NOTAAL Coterna Notary Public C E Kerns 8 L 4.5 NTY. BeemRegister of Doeds 23227 BOOK 158 0 108-A REV. 2-68 Loan No. 1.0 THE FEDERAL LAND BANK OF WICHITA First Farm and Ranch Mortgage THIS INDENTURE, Made this day of OCTOBER - 1970 , between 21st GEORGE K. NIEHOFF and KATHLEEN NIEHOFF, husband and wife; and GEORGE A. NIEHOFF and JOYCE NIEHOFF, husband and wife, . . 13 after called mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA. Wichita, Kansas, a corporation, organized isting under the Federal Farm Loan Act approved july 17, 1946 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 mortgage, all of the following described real estate situate in the County of DOUGLAS KANSAS 42.1 The north 50 acres of the south 100 acres of the Southeast Quarter of Section 15, Township 15 South, Range 19 East of the Sixth Principal-Meridian. (Together with other land in Osage County, Kansas.) Containing 130 acres, more or less subject to existing easements and rights of way and except mineral interests owned by third persons under valid reserv now of record. Together with all profileges, hereditaments and appurtenances thereauto belonging, or in any wise appertaining, including all water, irrita-tion 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 rehether 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. given to secure the payment of a promissory note of even date herewith executed by mortgager to mortgager, in the 0.00 with interest as provided for in said note, being payable in installments, the last of which being due and amount of \$ 12,800.00 payable on the first day of January 2004 Mortgagor heroby convenants and agrees with morigagee as follows: 1. To be now lawfully seized of the fee simple fille to all of said above described regisstate; to have good right to sell and convey the same: that the same is free from all encombrances; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever. 2. To pay wh en due all payments provided for in the note(s) secured hereby. 3. 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. 5. 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 mortgage, any policy evidencing such insurance to be deposited with and loss thoreunder to be payable to mortgage as its interest may appear. At the option of mortgager, 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 im any at the option of the mortgage, 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.