

# REAL ESTATE MORTGAGE

THIS INDENTURE, made this 14th day of December, 1970, between James Butell and Barbara J. Butell, his wife, of the County of Douglas, and State of Kansas, hereinafter called the Mortgagor, whether one or more, and the Ottawa, Kansas PRODUCTION CREDIT ASSOCIATION, hereinafter called the mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of Twenty Five Thousand and No/100-----DOLLARS, has granted, bargained and sold, and does by these presents grant, bargain, sell and convey to said mortgagee, all of the following described real estate situated in the County of Douglas, and State of Kansas, to-wit:

On the North Half of the Northwest Quarter; and the Southeast Quarter of the Northwest Quarter of Section 23, Township 14 South, Range 19 East of the Sixth Principal Meridian, in Douglas County, Kansas.

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 the mortgagor at the date of this mortgage, or thereafter acquired.

Provided, this mortgage is given to secure the payment by the mortgagor to the mortgagee, at its offices in the City of Ottawa, Kansas, of the sum of \$ 25,000.00 with interest at the rate of 9 1/2 per cent per annum, evidenced by a certain promissory note of even date herewith, executed by the mortgagor to the mortgagee, conditioned for the payment of said sum and interest on the 1st day of January, 1972.

The mortgagor does hereby covenant and agree with the 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; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever; that the same is free from all incumbrances, except:

Subject to the first mortgage to The Prudential Insurance Company of America.

2. To pay when due the note secured hereby.

3. To make return of said real estate for taxation, when so required by law; and to pay before they become delinquent all taxes, charges and assessments legally levied against the property herein conveyed.

4. 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 domestic purposes; and that he will not permit said real estate to depreciate in value because of erosion, insufficient water supply, inadequate drainage, improper irrigation, or for any reason arising out of the irrigation or drainage of said lands.

5. To reimburse the mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which the mortgagee may be obliged to defend or protect its rights or lien acquired 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.

6. That all checks or drafts delivered to the mortgagee for the purpose of paying any sum or sums secured hereby will be paid upon presentment, and that all agencies used in making collection thereof, including those agencies transmitting the proceeds of such items to the mortgagee, shall be considered agents of the mortgagor.

In the event the mortgagor shall fail to pay when due any taxes or assessments against said security, the mortgagee may make such payment, and the amount(s) paid therefor shall become a part of the indebtedness secured by the lien of this mortgage, and bear interest from the date of payment at the rate of eight per cent per annum.

If at any time, during the life of this mortgage, the premises conveyed hereby shall, in the opinion of the mortgagee, become insufficient to secure the payment to the mortgagee of the indebtedness then remaining unpaid, by reason of an insufficient water supply, inadequate drainage, improper irrigation or erosion, then said mortgagee shall have the right, at its option, to declare the unpaid balance of the indebtedness secured hereby due and payable and forthwith foreclose this mortgage.

In the event of foreclosure of this mortgage, the 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.

If the above described note be not paid when due, or if the mortgagor shall permit any taxes or assessments on said lands to become delinquent, or shall fail to keep and perform all and singular the covenants, conditions, and agreements herein contained, then this mortgage shall become subject to foreclosure.

It is agreed that all of the abstracts of title to the real estate above described, which have heretofore been delivered by the mortgagor to the mortgagee herein, shall be retained by said mortgagee until the indebtedness secured hereby shall have been paid and discharged in full, and in the event the title to said real estate is conveyed by the mortgagor to the mortgagee in satisfaction of the mortgage indebtedness, said abstracts shall thereupon become and be the property of the mortgagee, or in the event of foreclosure of this mortgage, the title to said abstracts shall pass to the purchaser at the Sheriff's or Master's sale, upon expiration of the redemption period provided by law.

Now if the said mortgagor shall pay said note when due, and reimburse said mortgagee for all sums advanced hereunder, and shall perform all of the other covenants and conditions herein set forth, then this mortgage shall be void, otherwise to be and remain in full force and effect.

The said mortgagor hereby waives the benefit of all stay, valuation, homestead and appraisal laws.

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

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal the day and year first above written.

x *James Butell*  
James Butell

x *Barbara J. Butell*  
Barbara J. Butell