

Loun No.

23737 BOOK 159

THE FEDERAL LAND BANK OF WICHITA

First Farm and Ranch Mortgage

de this 8th day of SEPTEMBER 1970 between CLYDE M. BAHNMAIER and KATHERINE J. BAHNMAIER, a/k/a CLYDE MAX BAMNMAIER and KATHERINE JEAN BAHNMAIER, husband and wife, THIS INDENTURE, Made thi

nereinafter 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.

WIPNESSETH. 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 mortgages, all of the following described reaffestate situatio in the Conaty of DOUGLAS . KANSAS . .

108-A REV. 2-68

M. C. Margar

17

Beginning at the Northwest corner of the South Half of the Northwest Quarter of Section 24, Township 12 South, Range 17 East of the Sixth Principal Meridian, thence east 800 feet, thence south 653 feet, thence west 800 feet, thence north 653 feet to place of beginning.

Containing 12 acres, more or less, subject to existing easements and rights of way and except mineral interests owned by third persons under valid reservations or co low of record.

Together with all privileges, hereditaments and appurtenances thereunio belonging, or in any wise appertaining, including all water, irriga-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, whether owned by merigagor 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 mortgager to mortgagee, in the ount of \$ 14,400.00 with interest as provided for in said note, being payable in installments, the last of which being due and table on the first day of January . 1996 amount of \$ 14,400.00 payable on the first day of

Mortgagor hereby convenants 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 note(s) secured hereby.

3. To pay when due all taxes, liens, judgments, or assessments watch may be lawfully assessed or levied against the prop-erty 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 mortgage, 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 mort-gagee 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 any indebtedness, matured or unmatured, secured by this mortgage.

55. 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's ame, excepting such as may be necessary for ordinary