And the second second second second n Property 1 - 1- 1- 1- 1r 357 STATE OF KANSAS. 88: COUNTY OF DOUGLAS 1 BE IT REMEMBERED, that on this 1st day of March ,19 71, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Karl M. Jonnson and Donna J. Johnson, his wife to me personally known to be the same person (s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written L. S. A. Wen My Commissionexpires September 30, 1972Reba J. Bryant N. Notary Public. PUELS Countie Jamie Beem Recorded March 1, 1971 at 4:16 P.M. Register of Deeds 24149 Position 5 BOOK 159 USDA-FHA Form FHA 427-1 Kans. REAL ESTATE MORTGAGE FOR KANSAS (Rev. 7-22-70) (INSURED LOANS TO INDIVIDUALS) KNOW ALL MEN BY THESE PRESENTS, Dated March 2, 1971 WHEREAS, the undersigned Gaylan D. Beuthien and Shirley A. Beuthien husband and wife residing in Douglas County, Kansas, whose post office Kansas 66006 address is 1214 S. 8th Street, Baldwin, autress is a start of the Derecet, Battawin, Kansas bbUU6 herein called "Borrower," are (is) justly indebted to the United States of America, acting through the ranners Home Administration, Guite States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order or the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upor any default by Borrower, and being further described as follows: Annual Rate of Interest Due Date of Final Installment Date of Instrument \$17,400.00 7 1/48 . March 2, 1971 March 2, 2004 and WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the overmment, at any lime, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act 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 te, 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 the he 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 will execute and deliver to the insured lender along the 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 surance endorsement may be entitled to a specified portion of the payments on the note, to be designated the "famual charge"; and WHEREAS, a condition of the insurance of payment of the onte will be that the holde' will forego his rights and remedies against Borrower of any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such surance in lieu thereof, and upon the Government's request will assign the note to the Government; and WHEREAS, it is the purpose and infent of this instrument that, among other things, at all times when the note is held by the Government, in the event the Government should assign this instrument shall not secure payment of the note of attach to the det evidenced thereby; it as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance endorsement reason of any default by Borrower: NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the by reason of any default by Borrower: NOW, THEREFORE, in consideration of the loan(s) and (a) 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 payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured tender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance do every covenant and agreement of Borrower contained herein or in any supplementary agreement. Borrower does hereby mortgage, assign, and arrant to the Government the following property situated in the State of Kansas, County(ies) of Douglas , FHA 427-1 Kans. (Rev. 7-22-70)