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THE FEDERAL LAND BANK OF WICHITA Loan.No. 605580-844-K

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AND THE

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First Farm and Ranch Mortgage THIS INDENTURE, Made this 6th day of APRIL

BOOK 160

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Burch B. Higgins, as Conservator of the Estate of Earl Higgins, an Incapacitated Person; and Burch B. Higgins, wife of Earl Higgins, in her individual capacity.

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, 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 mortgagee, all of the following described real estate situate in the County of Douglas Kansas . , and State of to-wit:

Showh and NWANWh of Section 2, Township 13 South, Range 18 East

of the 6th Principal Meridian.

108 REV. 11-70

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This mortgage is executed pursuant to order dated _ April 6, 1971 1.1.17

of the Probate Court of Douglas County, Kansas. -

120.00 Containing 120. Subject to existing ea of record.

acres, more or less ments and rights of way and except mineral interests owned by third persons under valid reservations or conveyances no

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 mortgagor at the date of this mortgage, or thereafter accuracia also abstracts or other evidence of title to the above described real estate.

sure the payment of a promissory note of even date herewith, executed by mortgagor to mortgage, in the principal This mortga 26,700.00 , 700.00 July 1, 1976 with interest at rates provided in said note, principal and interest being due in installments. amount of \$ last due Mortgagor hereby covenants and agrees with mortgagee as follows:

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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 secured hereby.

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 premiss argainst loss or damage by fire and/or tornade, in companies and amounts satisfactory to mortgage, any policy evidencing su insurance to be deposited with, and loss thereufider to be payable to, mortgagee as its interest may appear. At the option mortgager, and subject to general regulations of the Farm Credit Administration, sums so received by mortgagee may be us 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 the no secured hereby.

5. To use the proceeds from the l d hereby solely for the purposes set forth in mortgagor's application for

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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 not to eutor remove any buildings or improvements situate thereon; not to commit or suffer waste to be committed upon the premises; 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.

7. The mortgagee may, at any time, without notice, release all or any part of the premises described herein, grant extensions and deferments, agree to and grant renewals and reamortizations of the indebtedness, or any part thereof, or release from personal liability any one or more parties who are or may become liable for the indebtedness or any part thereof, without affect-ing the priority of this mortgage or the personal liability of the mortgagor or any party liable or who may become liable for the payment of the lien hereof.

8. To reimburse mortgingee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which mortgagee may be obliged to defend or protect its rights or lien acquired hereunder, including all abstract fees, court in any decree of foreclosure.

This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary therete

In the event mortgagor fails to hay when due any taxes, liens, judgments or assessments lawfully assessed against property herein mortgaged, or fails to maintain insurance as hereinbefore provided, mortgagee may make such payments or provide such insurance, and each amount advanced therefor shall become a part of the indebtedness secured hereby but shall be immediately due and shall bear interest from the date of advance to the date of payment as provided in the note secuged hereby.

the of payment as provided in the note secured hereby. The said mortgagor hereby transfers, assigns, sets over and conveys to mortgagee all rents, royalties, bonuses and delay moneys that may from ence, covering the labove described land, or any portion thereof, and any sums which are now payable, or which at any time in the future may be-come payable to mortgagor, or successors, in settlement and satisfaction of all claims, injuries, and damages of whatsoever kind, nature or character, ord and gas and related minerals on the above described real estate, or any portion thereof, and said mortgagor agrees to execute, acknowledge and deliver to the mortgager accession, claims, injuries, and damages of whatsoever kind, nature or character, ord and gas and related minerals on the above described real estate, or any portion thereof, and said mortgager agrees to execute, acknowledge and deliver to the mortgagee such instruments, as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, the matured portion of the indebtedness, including interest, and, second, the balance if any as extra payments upon the unmatured portion of the the nover and deliver to the themory and such sums, without prejudice to its rights to take and retain any future sum or sums, and without prejudice to the mortgagee lien on said real such sums, without prejudice to its rights to take and retain any future sum or sums, and without said lands, either in whole or in part, any or all such sums, without prejudice to its rights to take and retain any future sum or sums, and without prejudice to the mortgagee lien on said real estate. Upon release of the mortgage delivent to the mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon release of the mortgage of record, this conveyance shall become inoperative and of no the mortgage lien of said real estate. Upon release of the mortgage of record, this conveyance shall become inoperative and of no

In the event of forcelosure of this mortgage, mortgagee shall be entitled to the abstracts or other evidence of title and to have a receiver appoint-ed 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.

In the event mortgagor defaults with respect to any covenant or condition hereof, then, at the option of mortgagee; the indebtedness secured hereby shall forthwith become due and payable and bear interest as provided for in the above described note and this mortgage shall become subject to foreclosure: Provided, however, mortgagee may at its option and without notice annul any such acceleration but no such annulment shall affect any subsequent breach of the covenants and conditions hereof.