

The Borrower may, by agreement with said Lender, obtain additional advances from the Lender for any purpose whatsoever, whether specified herein or not, and such advances shall become a part of the principal balance of said note, and shall be a lien on the property mortgaged to secure said note, and shall be repaid in accordance with the terms of said agreement, either in separate payments or as a part of the monthly payments provided for herein.

In the event of any default in the conditions or provisions of said note, said Lender may, at its option, and without notice, declare the whole amount of the indebtedness to be immediately due and payable, and may foreclose this mortgage. In case of any default, the balance of the indebtedness shall draw interest at 10% per annum from the beginning of such default until paid. Any principal prepayments in excess of 20% of the original principal within five years from the date hereof shall be subject to a prepayment penalty of not more than 90 days interest on the amount prepaid; except that any prepayment resulting from the refinancing of said note by said Lender to a new mortgage shall be exempt from said penalty. No prepayment penalty shall be charged if payment in full is made after five years from date. Any principal payment in full entitles said Lender to interest to at least the following monthly due date.

The failure of Lender to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said note and in this mortgage contained.

If said Borrower shall cause to be paid to Lender the entire amount due it hereunder and under the terms and provisions of said note secured hereby, including future advances, and any extensions or renewals hereof, in accordance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect, and Lender shall be entitled to the immediate possession of all said premises and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebtedness of said note shall draw interest at the rate of 10% per annum. Appraisal and all benefits of homestead and exemption laws are hereby waived.

The Borrower has executed a note secured by this mortgage as of this date and said note is by this reference made a part hereof as though fully set out herein and this mortgage and said note shall be read together and shall constitute the contract between the parties hereto.

This mortgage shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto. It is understood and agreed that this is a purchase money mortgage.

WITNESS signature(s) of Borrower the day and year first above written.

*John S. Haumann*  
John S. Haumann  
*Bonnie L. Haumann*  
Bonnie L. Haumann

STATE OF KANSAS

COUNTY OF Douglas

BEFORE ME, Notary Public, that on this 8th day of September, A. D. 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John S. Haumann and Bonnie L. Haumann, his wife, who are personally known to me to be the same person S who executed the within instrument of writing, and such person S duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

*Reba J. Bryant*  
Reba J. Bryant  
Notary Public

My Commission expires: September 30, 1972.

Recorded September 9, 1971 at 11:21 A.M.

*Glenn B. ...* Register of Deeds

108 REV. 11-70 BOOK 162

26751

# THE FEDERAL LAND BANK OF WICHITA

Loan No. 606872-844-K

## First Farm and Ranch Mortgage

THIS INDENTURE, Made this 18th day of JUNE, 1971, between

JAY L. ROBERTSON and CORNELIA A. ROBERTSON, husband and wife, /A/K/A CORNELIA ANN ROBERTSON

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, and State of KANSAS to-wit:

The Northwest Quarter of Section 8, Township 12 South, Range 18 East of the Sixth Principal Meridian.

Containing 160 acres, more or less. Subject to existing easements and rights of way and except mineral interests owned by third persons under valid reservations or conveyances now of record.

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 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 mortgagor to mortgagee, in the principal amount of \$ 21,800.00, with interest at rates provided in said note, principal and interest being due in installments, the last due July 1, 2004. The note provides for future changes in interest rates.

Mortgagor hereby covenants 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 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.
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 mortgagee, 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 mortgagee 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 matured indebtedness, or as extra payments on unmatured indebtedness, in the manner provided in the note secured hereby.
5. To use the proceeds from the loan secured hereby solely for the purposes set forth in mortgagor's application for said loan.