108 REV 11-70 BOOK 162 27278 Loan No.

THE FEDERAL LAND BANK OF WICHITA

First Farm and Ranch Mortgage

THIS INDENTURE, Made this 13th day of OCTOBER , 19 71 , between

HARVEY J. BOGERT and MAURINE D. BOGERT, husband and wife,

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 East Half of the Southeast Quarter, less the south 15 acres of the South Half of the Southeast Quarter of the Southeast Quarter of Section 17, Township 14 South, Range 19 East; and LESS: Beginning 160 feet south of the northeast corner of the Southeast Quarter of Section 17, Township 14 South, Range 19 East; thence west 330 feet, thence south 660 feet, thence east 330 feet to the east line of the said Southeast Quarter; thence north 660 feet to the point of beginning, containing 5 acres; and LESS: Beginning 977.87 feet west of the northeast corner of the Southeast Quarter of Section 17, Township 14 South, Range 19 East, thence south 490.0 feet, thence south 89° 30' west 355.59 feet; thence north 490.0 feet to the north line of said Southeast Quarter; thence north 89° 30' east along said north line, 355.59 feet to the point of beginning, containing 4 acres, subject to road rights of way of record, also subject to a road right of way on the south 35 feet of the east 35 feet of the above-described tract which is hereby dedicated. LESS: Beginning at a point 977.87 feet west of and 490.0 feet south of the northeast corner of the Southeast Quarter of Section 17, Township 14 South, Range 19 East, Douglas County, Kansas, thence south 544.0 feet, thence north 85° 38' West, 150.06 feet, thence north 78° 17' west, 179.67 feet, thence north 54° 28' west, 36.86 feet, thence north 471.56 feet, thence north 89° 30' east 355.59 feet to the point of beginning, containing 4.28 acres, subject to a 35-foot road right-of-way along the south and east sides thereof which is hereby dedicated to and for public use.

Containing 52 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 $ 32,500.00 , with interest at rates provided in said note, principal and interest being due in installments, the last due January 1, 2005 . 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.