

32104

BOOK 92

Loan, No. J-117113-S

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 1st day of May, 1946, between

ELVIN C. HERSCHELL and LOIS K. HERSCHELL, his wife,
 of the County of Douglas, State of Kansas, hereinafter called
 mortgagor, whether one or more, and the LAND BANK COMMISSIONER, acting for and on behalf of the FEDERAL FARM
 MORTGAGE CORPORATION, with offices in the City of Wichita, Kansas, hereinafter called mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of

TWO HUNDRED AND NO/100 (\$200.00) DOLLARS,
 in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgages to said mortgagee, all of the following de-
 scribed real estate situate in the County of Douglas, State of Kansas, to-wit:

South 60 acres of the East Half of the Southeast quarter of Section Twenty-two,
 Township Thirteen South, Range Eighteen East of the Sixth Principal Meridian;

Containing in all 60 acres, more or less, according to the U. S. Government
 Survey thereof;

Together with all privileges, hereditaments and appurtenances thereunto belonging; or in any wise appertaining, includ-
 ing 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.

That said above granted premises are free and clear of all liens and encumbrances whatsoever, excepting a first
 mortgage in favor of The Federal Land Bank of Wichita, Wichita, Kansas in the sum of
 \$1500.00 and dated May 21, 1946;

This mortgage is given to secure the payment of a promissory note of even date herewith, executed by mortgagor to
 mortgagee, in the amount of \$ 200.00, with interest at the rate of five per cent per annum, said principal,
 with interest, being payable on the amortization plan in semi-annual installments, the last installment being due and payable
 on the 1st day of June, 1950.

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 excepting such encum-
 brances as are specifically described and set out herein; 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 any taxes, charges and assessments lawfully assessed or levied against the property
 herein mortgaged and to pay when due all principal and interest on any mortgage, judgment, lien or en-
 cumbrance senior to the lien of this mortgage.
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 satis-
 factory 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, 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 mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by
 this mortgage.
5. To use the proceeds of the loan secured hereby solely for the purposes set forth in mortgagor's applica-
 tion 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 there-
 from, or permit same, excepting such as may be necessary for ordinary domestic purposes; and not to
 permit said real estate to depreciate in value because of erosion, insufficient water supply or for inade-
 quate or improper drainage or irrigation of said land.
7. If at any time it shall appear to the mortgagee that the mortgagor may be able to obtain a Federal
 land bank loan on the property mortgaged hereby, the mortgagor shall, on request of the mortgagee,
 apply for a Federal land bank loan to pay off the indebtedness secured hereby, and shall accept such loan
 as may be offered to him by the Federal land bank if sufficient in amount to pay the indebtedness secured
 hereby and pay for any stock which it may be necessary for him to purchase in obtaining such loan.
8. To reimburse mortgagee 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 here-
 under, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other
 expenses; and such sums shall be secured hereby and included in any decree of foreclosure.

This mortgage is subject to Part 3 of the Emergency Farm Mortgage Act of 1933 and all acts amendatory thereof or sup-
 plementary thereto.

This release
 was written
 on the original
 mortgage

Witnessed
 and signed
 at the City of
 December
 1946

Wardell A. Beck
 Registrar

The amount secured by this mortgage has been paid in full, and the within mortgage is hereby cancelled, this
 5th day of Dec, 1949. Federal Farm Mortgage Corporation, a corporation, and Land Bank Commissioner, acting
 pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended. By the Federal Land Bank of Wichita,
 a corporation, Their Agent and Attorney-in-Fact By A. L. Jones Vice President (Seal)