

UNITED STATES DEPARTMENT OF AGRICULTURE  
Farmers Home Administration

REAL ESTATE MORTGAGE

32830 BOOK 92

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned

CHARLES O. EBERWEIN and OLIVE EBERWEIN, husband and wife

whose post-office address is Lawrence, R. 2, in the County of Douglas, State of Kansas, hereinafter called Mortgagor, and the United States of America, acting by and through the Secretary of Agriculture pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, entered into a loan agreement accepted the 22nd day of October, 1946, by the United States of America, whereby the United States agreed to make a loan to the Mortgagor; and

WHEREAS, the Mortgagor executed a certain promissory note dated the 10 day of June, 1947, for the principal sum of Seven Thousand Nine Hundred Thirty and no/100 ----- Dollars (\$ 7,930.00 - -), with interest at the rate of three per cent (3%) per annum, principal and interest payable in forty installments of Three Hundred Forty-three and 05/100 ----- Dollars each. The first such installment shall be payable on the 31 day of March, 1948; the next succeeding thirty-eight installments, annually thereafter; and the fortieth installment, either thirty-nine years thereafter or forty years from the date of said note, whichever date is the earlier; and

WHEREAS, said note was made payable to the United States of America at the office of the Farm Security Administration, United States Department of Agriculture, at Lincoln, Nebraska; and

WHEREAS, by order of the Secretary of Agriculture, dated October 14, 1946, to be effective November 1, 1946, pursuant to the provisions of the Farmers' Home Administration Act of 1946 (Public Law 731, 79th Congress, approved August 14, 1946), all authorities, powers, functions and duties administered by the Farm Security Administration were transferred to the Farmers' Home Administration to be exercised by the Administrator thereof; and

WHEREAS, the United States of America has made the loan to the Mortgagor and the Mortgagor has become justly indebted to the United States of America, acting by and through the Administrator of the Farmers' Home Administration pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, as amended; and

WHEREAS, Mortgagor is desirous of securing the prompt payment of said note, and the several installments of principal and interest at maturity, and any extension or renewal thereof, and any agreement supplementary thereto, and any additional indebtedness accruing to Mortgagee on account of any future advances or expenditures made as hereinafter provided, and the performance of each and every covenant and agreement of Mortgagor herein contained;

NOW THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, as the same matures or becomes due, and of any extension or renewal thereof, or of any agreement supplementary thereto, and to secure the performance of each and every covenant and agreement of Mortgagor herein contained, Mortgagor does hereby grant, bargain, sell and convey unto the United States of America, acting by and through the Administrator of the Farmers' Home Administration, whose post-office address is Farmers Home Administration, U.S.D.A., Topeka, Kansas

hereinafter called Mortgagee, the following described real estate situated in the County of Douglas, State of Kansas, to wit: