

DOUGLAS COUNTY

UNITED STATES DEPARTMENT OF AGRICULTURE
RESETTLEMENT ADMINISTRATION

REAL ESTATE MORTGAGE

This MORTGAGE made this 2nd day of July, 1937, by THE BALDWIN COOPERATIVE CREAMERY ASSOCIATION, a Corporation organized and existing under and by virtue of the laws of the State of Kansas, (hereinafter called the Mortgagee), to the UNITED STATES OF AMERICA, (hereinafter called the Mortgagor),

W I T N E S S E T H :

1. That Mortgagor hereby grants, bargains, sells and conveys, mortgages and warrants, to the Mortgagee the following described real property situated in the County of Douglas, State of Kansas:

Lots numbered Forty-one (41), Forty-two (42), Forty-three (43) and Forty-four (44), on Sixth Street, in the City of Baldwin City,

together with all and singular the rights, easements, tenements, privileges, hereditaments, and appurtenances thereunto belonging, and the reversions, remainders, rents, issues, income and profits thereof; and also all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water or power, all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said premises, and all structures, gas and oil tanks and equipment erected or placed in or upon the said premises, whether or not such apparatus, fixtures, equipment and structures have or would become part of the said real estate by such attachment thereto (and all the property hereinabove mentioned is hereafter described as "the said property"):

TO HAVE AND TO HOLD the said property to the said Mortgagee forever.

2. This conveyance is in consideration of and for the purpose of securing:

(a) The payment of the sum of Seven Thousand and No/100 dollars, (\$7,000.00), together with interest thereon at the rate of three per cent (3%) per annum, loaned to the Mortgagee, the receipt of which is hereby acknowledged, and which debt is evidenced by one (1) promissory note dated June 17, 1937, executed by the Mortgagee to the Mortgagee, and payable in twenty equal quarterly installments of Three Hundred Fifty and No/100 Dollars (\$750.00), each on the 17th day of December, 1937, and on the 17th day of March, June, September, and December of each year thereafter until paid, together with interest on the unpaid balance of the principal at the rate of three per cent per annum, payable quarterly from date on the 17th day of September, 1937, and December 1937, and the 17th day of March June, September and December of each year thereafter until paid.

(b) The payment of any additional sum or sums, in addition to the indebtedness above described, together with interest thereon at the rate of three per cent (3%) per annum, hereafter expended or advanced by the Mortgagee pursuant to any term or provision of this mortgage;

(c) The payment of any and all extensions or renewals and subsequent extensions or renewals of the note or notes above described or of the indebtedness represented by the same, and of any other indebtedness at any time secured by this mortgage, whether represented by promissory notes or otherwise, and all the interest on the same, all of which extensions or renewals shall be optional with the Mortgagee, and for all of which this mortgage shall stand as a continuing security until paid; and

(d) Performance of each covenant and agreement of the Mortgagor, herein contained.

(All loans and advances made hereunder to or for the benefit of the Mortgagor shall become a part of the principal debt and shall be payable, with interest at the same rate of the principal debt, and, unless otherwise agreed, at the date of maturity of the principal debt, at the office of the Mortgagee at Topeka, Kansas.)

3. THE MORTGAGOR COVENANTS AND AGREES THAT:

(a) He is lawfully seized of said property in fee simple, and has a valid title thereto, and will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever, said property is free from all encumbrances and liens whatever, except: Mortgage to The Baldwin State Bank, Baldwin, Kansas, dated June 25, 1936, to secure the payment of a note in the amount of Four Thousand Dollars (\$4,000.00).

(b) He will pay said principal debt, and any installment thereof and interest thereon, when the same shall become due;

(c) He will promptly pay, with interest, all taxes, charges, liens, assessments, and encumbrances which affect said property or this mortgage or the indebtedness secured hereby, or which may be assessed, levied or suffered to be placed thereon during the continuance of this mortgage, or which may be assessed, levied or suffered against this mortgage or the indebtedness secured hereby or against the owner of this mortgage on account of the debt secured hereby, and will promptly deliver to the Mortgagee, without demand, receipts evidencing such payments;

(d) He will pay at all times during the existence of this mortgage, all due sums of principal and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, and will promptly deliver to the Mortgagee, without demand, receipts evidencing such payments; and he will perform all other covenants and conditions contained in any such senior mortgage, judgment, lien or encumbrance.

(e) He will, if so requested in writing by the Mortgagee, provide, maintain and deliver promptly to the Mortgagee a fire insurance policy, together with such other insurance policies as the Mortgagee may require, which policy or policies shall be satisfactory to the Mortgagee and shall provide for the payment of loss to the Mortgagee as his interest shall appear, upon the buildings and improvements now situated or hereafter constructed in or upon said real property.

(f) He will commit or suffer no waste of said property, will maintain and keep the same in good condition and repair and will promptly effect such repairs thereof as the Mortgagee may require; and will permit the Mortgagee, or his agents or representatives, to inspect the mortgaged property at any time;

(g) He will comply promptly with all laws, ordinances and regulations affecting said property or its use;

(h) He will expend the whole of the loan secured hereby solely for the purposes set forth in the loan agreement and request for funds previously executed by him and accepted by the Mortgagee.

4. PROVIDED, nevertheless, that these presents are upon the express conditions that if the mortgagor shall pay unto the Mortgagee all sums, the payment of which are properly secured by this mortgage, and if he shall fully perform all the terms, covenants and conditions of this mortgage, then this conveyance shall be void; otherwise to remain in full force and effect.

5 BUT, time being the essence hereof, if default be made in the payment of said principal sum of money, or any installment of principal or interest thereon as provided in said note or notes, or if the Mortgagee fails to repay any and all advances made by the Mortgagee to or for the Mortgagor, or if the Mortgagor should fail to pay taxes or assessments on said property when due, or if the Mortgagee should apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or if any representations herein made by the Mortgagee prove false in any respect, or if the Mortgagee fails to keep or comply with any of the covenants and agreements on his part to be kept and performed as herein stated, or if the mortgagor fails to keep and perform the terms and conditions of the loan agreement heretofore entered into between the Mortgagee and the Mortgagor, dated June 17th, 1937, or in the event of the actual bankruptcy or of the insolvency of the Mortgagee, or if any of the property subject to the lien hereof is attached, levied upon, or for any reason taken possession of by any person other than the Mortgagee, or if the Mortgagee abandons any of said property, or if for any reason the Mortgagee should deem himself insecure, the Mortgagee may at his option, exercise any or all remedies hereinafter specified, the exercise of which, or any of which, shall be considered as optional with the Mortgagee and cumulative and not as a waiver of any other right or remedy which would otherwise exist in law or

See Mortgage Return on Book 10 page 526.