

MORTGAGE RECORD 83

Receiving No. 5337 A

AMORTIZATION MORTGAGE

THIS INDENTURE, made this 30th day of November, 1937, between Fred Fitch and Florence Fitch, his wife of the County of Douglas, and State of Kansas, hereinafter called the mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, WICHITA, KANSAS, hereinafter called the mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of FOUR THOUSAND ONE HUNDRED AND NO/100 (\$4100.00) DOLLARS, in hand paid by the mortgagee, receipt of which is hereby acknowledged, has granted, bargained, and sold, and does by these presents grant, bargain, sell and convey to said mortgagee, all of the following described real estate situate in the County of Douglas, and State of Kansas, to-wit:

Commencing at a point on the West line of the Shawnee Indian Reservation in the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, at a point which is 1193.76 feet South of the South line of the Atchison, Topeka, and Santa Fe Railroad right of way for a point of beginning, thence West 2919.18 feet more or less to the west line of the Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3), said Township and Range, thence South to the Southwest corner of said Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3), thence East along the South line of Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3) and the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2) to the West line of said Shawnee Indian Reservation, thence North along the West line of said Shawnee Indian Reservation to the point of beginning, less highway right of way of 5.02 acres;

Containing 93.3 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, 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 the mortgagor at the date of this mortgage, or thereafter acquired.

Provided, this mortgage is given to secure the payment by the mortgagor to the mortgagee, at its offices in the City of Wichita, State of Kansas, of the sum of \$4100.00 with interest at the rate of 4 per cent per annum, evidenced by a certain promissory note of even date herewith, executed by the mortgagor to the mortgagee, conditioned for the payment of said sum and interest on the amortization plan in 65 semi-annual installments, and a final installment of \$104.55, due on the 1st day of December, 1970, unless sooner matured by extra payments on principal, in accordance with the amortization table printed on the back of said note; which note further provides that all sums not paid when due shall bear interest from the due date to the date of payment at the rate of eight per cent per annum.

The mortgagor does hereby covenant and agree with the 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 incumbrances; 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 make return of said real estate for taxation, when so required by law; and to pay before they become delinquent all taxes, charges and assessments legally levied against the property herein conveyed.
4. To insure and keep insured all 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 such manner, in such companies and for such amounts as may be satisfactory to the mortgagee; the policy(ies) evidencing such insurance coverage to be deposited with, and loss thereunder to be payable to, the mortgagee as its interest may appear. Any sums due the insured under the terms of any such policy(ies) and paid to the mortgagee in settlement of an insured loss may, at the option of the mortgagor and subject to the general regulations of the Land Bank Commissioner, be applied to the reconstruction of the destroyed improvement(s), and if not so applied may, at the option of the mortgagee, be applied in payment of any indebtedness secured by this mortgage, whether or not the same be due and payable.
5. To use the proceeds arising from the loan secured hereby solely for the purposes set forth in the mortgagor's written application for said loan.
6. Not to permit, either willfully 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 therefrom, or permit same, excepting such as may be necessary for ordinary domestic purposes; and that he will not permit said real estate to depreciate in value because of erosion, insufficient water supply, inadequate drainage, improper irrigation, or for any reason arising out of the irrigation and/or drainage of said lands.
7. To reimburse the mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which the mortgagee may be obliged to defend or protect its rights or lien acquired hereunder, 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.
8. That all checks or drafts delivered to the mortgagee for the purpose of paying any sum or sums secured hereby will be paid upon presentment, and that all agencies used in making collection thereof, including those agencies transmitting the proceeds of such items to the mortgagee, shall be considered agents of the mortgagor.

This mortgage is made to the mortgagee as a Federal Land Bank doing business under the "Federal Farm Loan Act," as amended, and is hereby agreed to be in all respects subject to and governed by the terms and provisions of said Act as amended.

The Mortgagor in the written application for the loan hereby secured made certain representations to the mortgagee as to the purpose or purposes for which the proceeds of this loan are to be used. Such representations are hereby specifically referred to and made a part of this mortgage.

In the event the mortgagor shall fail to pay when due any taxes or assessments against said security or fail to maintain insurance as hereinbefore provided for, the mortgagee may make such payment or provide such insurance, and the amount(s) paid therefor shall become a part of the indebtedness secured by the lien of this mortgage, and bear interest from the date of payment at the rate of eight per cent per annum.

The said mortgagor hereby transfers, sets over and conveys to the mortgagee all rents, royalties, bonuses and delay moneys that may from time to time become due and payable under any oil and gas or other mineral lease(s) of any kind now existing, or that may hereafter come into existence, covering the above described land, or any portion thereof, and said mortgagor agrees to execute, acknowledge and deliver to the mortgagee such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses and delay moneys. All such sums so received by the mortgagee shall be applied; first, to the payment of matured installments upon the note(s) secured hereby and/or to the reimbursement of the mortgagee for any sums advanced in payment of taxes, insurance premiums, or other assessments, as herein provided, together with the interest due thereon; and second, the balance, if any, upon the principal remaining unpaid, in such a manner, however, as not to abate or reduce the semi-annual payments but to sooner retire and discharge the loan; or said mortgagee may, at its option, turn over and deliver to the then owner of said lands, either in whole or in part, any or all such sums, without prejudice to its rights to take and retain any future sum or sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder to

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