

DOUGLAS COUNTY

State of Kansas
Douglas County ss

Before me C E Francis a Notary Public in and for said County and State, on this 13th day of Sept 1941 personally appeared A F Baker and Augusta Baker to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above set forth.

(SEAL) My commission expires Jan 27th 1942

C E Francis
Notary Public

Recorded September 17, 1941 at 9:35 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 12639

REAL ESTATE MORTGAGE FOR KANSAS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned JESS M. O'CONNOR and BEULAH O'CONNOR, husband and wife, of the County of Douglas, State of Kansas, hereinafter called Mortgagor, has become justly indebted to 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, hereinafter called Mortgagee, as evidenced by one certain promissory note dated the 30th day of August, 1941, for the principal sum of Eight Thousand Five Hundred Ninety-one and No/100, Dollars (\$8,591.00) at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided; 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 and with these presents mortgage and warrant unto Mortgagee the following described real estate situated in the County of Douglas, State of Kansas, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) of SECTION THIRTY-THREE (33); and a tract of land described as follows: Beginning at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of SECTION TWENTY-EIGHT (28); thence North 116 rods; thence West 88 rods; thence North 44 rods; thence West 72 rods; thence South 160 rods; thence East 160 rods to the place of beginning; and also a tract of land described as follows: Beginning at the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of SECTION TWENTY-EIGHT (28); thence East 88 rods; thence North 44 rods; thence West 88 rods; thence South 44 rods to the place of beginning; all being in Township Twelve (12) South, Range Eighteen (18), East of the Sixth Principal Meridian,

subject to a right-of-way easement, across the said Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-three (33), to the Postal Telegraph Company, to erect, maintain, alter, etc., its telegraph and telephone lines, dated August 23, 1929, recorded in Book 125, Page 184, and subject to a right-of-way easement, across the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-eight (28), and the said Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-three (33), to the Cities Service Gas Company, to erect, maintain, alter, etc., pipeline transmission lines, dated July 17, 1929, recorded in Book 125, Page 125, and also

All the right, title and interest of the Mortgagors in and to the right-of-way easement for telephone and telegraph lines, and in and to the right-of-way easement for pipeline transmission lines referred to above, being the same land that was conveyed to the Mortgagors as joint tenants by a certain deed made by the Phoenix Joint Stock Land Bank of Kansas City, a corporation, dated July 24th, 1941, and recorded in Book 145, Page 59, together with all rents and other revenues or incomes therefrom, and all and singular, the rights, easements, hereditaments, and appurtenances thereunto belonging, or in any wise incident or appertaining, and all improvements and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property".

TO HAVE AND TO HOLD, all and singular, said property before mentioned unto Mortgagee and its assigns forever.

MORTGAGOR, for himself, his heirs, executors, administrators, successors and assigns, does hereby and by these presents covenant and agree:

1. To pay, before the same shall become delinquent, all taxes, assessments, levies, liabilities, obligations and encumbrances of every nature whatsoever which affect said property or the Mortgagee's rights and interests therein under this Mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments.

2. Immediately upon the execution of this mortgage to provide, and thereafter continuously to maintain fire insurance policies and such other insurance policies as Mortgagee may then or from time to time require upon the buildings and improvements now situate or hereafter constructed in or upon said Property. Said fire and other insurance policies shall be deposited with the Mortgagee and shall be with companies, in amounts and on terms and conditions approved by Mortgagee.

3. Personally and continuously to use said property as a farm, and for no other purpose; at all times to maintain said property in proper repair and good condition; to commit or suffer no waste or exhaustion of said property; neither to cut nor remove any timber therefrom, nor to remove, or permit to be removed, gravel, oil, gas, coal or other minerals, except such as may be necessary for ordinary domestic purposes; promptly to effect such repairs to said property as Mortgagee may require; to institute and carry out such farming practices and farm and home management plans as Mortgagee shall, from time to time, prescribe; and to make no improvements upon said Property without consent by Mortgagee.

4. To perform, comply with and abide by each and every stipulation, agreement, condition and covenant in said promissory note, and in any extensions or renewals thereof, and in any agreement supplementary thereto, and in any loan agreement executed by Mortgagor on account of said indebtedness, and in this mortgage contained.

5. To comply with all laws, ordinances and regulations affecting said property or its use.

6. That the indebtedness hereby secured was expressly loaned by the Mortgagee to the Mortgagor for the purpose of purchasing this said property, and that the Mortgagor did use said moneys to purchase same.

7. The Mortgagee, its agents and attorneys, shall have the right at all times to inspect and examine said property for the purpose of ascertaining whether or not the security given is being lessened, diminished, depleted or impaired, and if such inspection or examination shall disclose, in the judgment of the Mortgagee that the security given or property mortgaged is being lessened or impaired, such condition shall be deemed a breach of the covenants of the mortgage on the part of the Mortgagor.