

## DOUGLAS COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) My Commission Expires Apr. 21, 1946

L. E. Eby  
Notary Public

Recorded February 24, 1945 at 11:20 A. M.

*Harold A. Beck* Register of Deeds

Receiving No. 22752 /

MORTGAGE

THIS INDENTURE, Made this 26th day of September, 1944, between PERRY W. McPHEETERS, and MAUREEN ELLA McPHEETERS, his wife, of the County of Douglas, and State of Kansas, hereinafter call the Mortgagor, whether one or more, and the Land Bank Commissioner, with offices in the City of Wichita, Kansas, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, hereinafter called the Mortgagee.

WITNESSETH: That said Mortgagor, for and in consideration of the sum of ONE THOUSAND SIX HUNDRED AND NO/100 (\$1,600.00) 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:

Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-six (26), less five acres in the Southwest corner, and North 10 acres of East 38 acres of the West Half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ), less .36 acre, of Section Twenty-six (26), Township Fourteen (14) South, Range Twenty (20) East of the Sixth Principal Meridian, Containing 164.64 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.

That said above granted premises are free and clear of all liens and encumbrances whatsoever, excepting a first mortgage to The Federal Land Bank of Wichita in the sum of \$3,400.00, dated September 26, 1944, filed for record on the 2 day of March, 1945, and recorded in Book 78, page 415 of the records in the office of the Register of Deeds of Douglas County, Kansas;

Provided, this mortgage is given to secure the payment by the Mortgagor to the Mortgagee, at his offices in the City of Wichita, Kansas, of the sum of \$1,600.00, evidenced by a certain promissory note of even date herewith, executed by the Mortgagor to the Mortgagee, conditioned for the payment of said sum, with interest on said principal or unpaid balance thereof at the rate of five per centum per annum, payable semi-annually on the 1st day of June and December in each year; said principal sum being payable on an amortization plan and in forty (40) equal, successive semi-annual instalments of \$40.00 each, the first instalment being payable on the 1st day of June, 1945, and the remaining instalments being payable on each succeeding interest payment date, to and including the 1st day of December, 1964; Mortgagor to have the privilege, of paying at any time one or more instalments of principal, or the entire unpaid balance of said principal sum, such additional principal payments, if made, operating to discharge the debt secured hereby at an earlier date and not reducing the amount or deferring the due date of the next payable instalment of principal.

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 encumbrances excepting such encumbrances 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 whosoever.
2. To pay when due all payments provided for in the note secured hereby.
3. To make return of said real estate for taxation, when so required by law; to pay before they become delinquent all taxes, charges and assessments legally levied against the property herein conveyed; and to exhibit to Mortgagee receipts, or certified copies thereof, evidencing such payment.
4. To pay at all times during the existence of this mortgage all due sums and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage; to pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due; to exhibit to Mortgagee receipts, or certified copies thereof, evidencing such payment; and to perform all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage.
5. 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 his interest may appear. Any sum so received by Mortgagee in settlement of an insured loss may be applied at the option of Mortgagee to discharge any portion of the indebtedness secured hereby, whether or not the same be due and payable, or to the reconstruction of the buildings and improvements so destroyed or damaged.
6. To expend the whole of the loan secured hereby solely for the purposes set forth in the Mortgagor's written application for said loan.
7. Not to permit, either wilfully or by neglect, any unreasonable depreciation in the value of said premises or the buildings and improvements situated thereon, but to keep the same in good repair at all times; to maintain and work the above mentioned premises in good and husbandlike manner; not to permit said buildings to become vacant or unoccupied; not to remove or demolish or permit the removal or demolition of any of said buildings or improvements situated upon said premises; not to permit or suffer any strip or waste to be committed upon said premises; not to cut or remove or permit the cutting or removal of any wood or timber therefrom, 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, inadequate drainage, improper irrigation, or for any reason arising out of the irrigation or drainage of said lands.
8. To reimburse the Mortgagee for all costs and expenses incurred by him in any suit to foreclose this mortgage, or in any suit in which the Mortgagee may be obliged to defend or protect his rights or liens acquired hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be added to and become a part of the debt secured hereby and included in any decree of foreclosure.
9. 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 collections 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 the Land Bank Commissioner acting pursuant to Part 3 of the act of Congress known as the Emergency Farm Mortgage Act of 1933 (and any amendments thereto), and is hereby agreed to be in all respects subject to and governed by the terms and provisions thereof.

The Mortgagor in the written application for 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.