

DOUGLAS COUNTY

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 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 the mortgagee of said rents, royalties bonuses and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of the mortgage of record, this conveyance shall become inoperative and of no further force and effect.

In the event of foreclosure of this mortgage, mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues, and profits thereof; the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

In the event mortgagor defaults with respect to any covenant or condition hereof, then at the option of mortgagee the indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate of six per cent per annum and this mortgage shall become subject to foreclosure; Provided, however, mortgagee may at its option and without notice annul any such acceleration but no such annulment shall affect any subsequent breach of the covenants and conditions hereof.

Mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisement laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs executors administrators successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, mortgagor has hereunto set his hand and seal the day and year first above written.

Herman Butell Jr.
Mildred E. Butell

STATE OF KANSAS
COUNTY OF DOUGLAS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of June 1946 personally appeared Herman Butell, Jr., and Mildred E. Butell, his wife, to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the 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 written.

(SEAL) My commission expires April 21, 1948

Lena W. Altenbernd
Notary Public

Recorded June 17, 1946 at 2:35 P. M.

Harold A. Beck Register of Deeds

Receiving No. 28575 /

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 11th day of June 1946, between HERMAN BUTELL, JR., and MILDRED E. BUTELL, his wife of the County of Douglas, State of Kansas, hereinafter called mortgagor, whether one or more and the LAND BANK COMMISSIONER, acting for and on behalf of the FEDERAL FARM MORTGAGE CORPORATION, with offices in the City of Wichita, Kansas, hereinafter called mortgagee.

WITNESSETH: That said mortgagor for and in consideration of the sum of ONE THOUSAND AND NO/100 (\$1000.00) DOLLARS in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgages to said mortgagee all of the following described real estate situate in the County of Douglas, State of Kansas, to-wit:

Southeast Quarter of Section Twelve, Township Fifteen South, Range Nineteen East
of the Sixth Principal Meridian,
Containing 160 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 belongin to or used in connection therewith whether owned by 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 \$6200, dated June 11, 1946

This mortgage is given to secure the payment of a promissory note of even date herewith executed by mortgagor to mortgagee, in the amount of \$1000.00, with interest at the rate of five per cent per annum, said principal with interest, being payable on the amortization plan in semi-annual installments, the last installment being due and payable on the 1st day of December, 1979.

Mortgagor hereby covenants and agrees with 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 whomsoever.
2. To pay when due all payments provided for in the note(s) secured hereby.
3. To pay when due any taxes, charges and assessments lawfully assessed or levied against the property herein mortgaged and to pay when due all principal and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage.
4. To insure and keep insured 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 companies and accounts satisfactory to mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to mortgagee as its interest may appear. At the option of mortgagor, sums so received by mortgagee may be used to pay for reconstruction of the destroyed improvement (s); or if not so applied may at the option of mortgagee, be applied in payment of indebtedness, matured or unmatured, secured by this mortgage.
5. To use the proceeds of the loan secured hereby solely for the purposes set forth in mortgagor's application for said loan.
6. Not to permit, either wilfully 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 not to permit said real estate to depreciate in value because of erosion, insufficient water supply or for inadequate or improper drainage or irrigation of said land.