

DOUGLAS COUNTY

In Witness Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

A. J. Herrod
Sylvia M. Herrod

STATE OF KANSAS Wyandotte COUNTY, ss.

BE IT REMEMBERED, That on this 29th day of July A. D. 1946 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came A. J. Herrod, and Sylvia M. Herrod, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

(SEAL) Commission expires January 30, 1949

Helen Krivaas
Notary Public

Recorded August 14, 1946 at 2:12 P. M.

Harold A. Beck Register of Deeds.

Receiving No. 29383

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 13th day of August, 1946, between F. E. BOWLIN and MERCEDES BOWLIN, his wife, of the County of Douglas, and State of Kansas, hereinafter called mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, hereinafter called mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of THREE THOUSAND SIX HUNDRED AND NO/100 (\$3,600.00)---DOLLARS, in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgages to said mortgagee, all of the following described real estate situated in the County of Douglas, and State of Kansas, to-wit:

North Half of the Northwest Quarter of Section Eleven; also commencing at the Northeast corner of the Northeast Quarter of Section Ten, Township Fourteen South, Range Nineteen East of the Sixth Principal Meridian, thence South 86 2/3 rods; thence West 60 rods; thence North 10 2/3 rods; thence Northwest to a point 8 rods; East and 60 rods South of the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section Ten; thence West 8 rods; thence North 60 rods; thence East 80 rods to the place of beginning, less 183 feet square used for cemetery; also, Commencing at the Northwest corner of the Northeast Quarter of Section Eleven, Township Fourteen South, Range Nineteen East, thence South 80 rods; thence East 30 rods; thence North 80 rods; thence West 30 rods to place of beginning, less the North 94 feet; also less, Beginning 94 feet South of the Northwest corner of the Northeast Quarter of Section Eleven, Township Fourteen South, Range Nineteen East, thence East 495 feet; thence South 141 feet; thence West 495 feet; thence North 141 feet to place of beginning; Less, 160 square rods in the Northeast corner of the Northwest Quarter of said Section Eleven, which has been released by partial release recorded in said County in Book 77, at page 23; and less a tract containing .8936 acres by partial release dated September 13, 1937, recorded in Book 83, page 214; Containing 134 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 mortgagor at the date of this mortgage, or thereafter acquired.

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 \$3,600.00, with interest at the rate of four 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, and providing that default payments shall bear interest at the rate of six per cent per annum.

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; 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 all taxes, liens, judgments, or assessments which may be lawfully assessed or levied against the property herein mortgaged.
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 amounts 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, and subject to general regulations of the Farm Credit Administration, 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 any indebtedness, matured or unmatured, secured by this mortgage.
5. To use the proceeds from the loan secured hereby solely 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.
7. To reimburse mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which 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.

This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary thereto.

In the event of the death of mortgagor, the heir(s) or legal representative(s) of mortgagor shall have the option, within 60 days of such death to assume this mortgage and the stock interests held by the deceased in connection herewith.

In the event mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed against property herein mortgaged, or fails to maintain insurance as hereinbefore provided mortgagee may make such payments or provide such insurance, and the amount(s) paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the rate of six per cent per annum.

This release was written on the original mortgage

entered this 11 day of December 1954

Harold A. Beck
Reg. of Deeds

Deputy

The amount secured by this mortgage has been paid in full, and the within mortgage is hereby cancelled, this 6 day of December 1954.
(Cap. Seal) The Federal Land Bank of Wichita, a corporation
By F. H. Jones, Vice President