

## DOUGLAS COUNTY

In Witness Whereof, mortgagor has hereunto set his hand and seal the day and year first above written.

Floyd L. Churchbaugh  
Gertrude E. Churchbaugh

State of Kansas  
County of Douglas SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29th day of August, 1946, personally appeared Floyd L. Churchbaugh and Gertrude E. Churchbaugh, 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 October 1st, 1946 at 9:20 A.M.

*Harold A. Beck* Register of deeds

Receiving No. 30046

## AMORTIZATION MORTGAGE

This Indenture, made this 28th day of August 1946, between Floyd L. Churchbaugh and Gertrude E. Churchbaugh, 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 FIVE HUNDRED AND NO/100 (\$500.00) - - 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:

West Half of the Northeast Quarter of Section Two, Township Fourteen South, Range Twenty  
East of the Sixth Principal Meridian,  
Containing 80 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.

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 \$3200, dated August 28, 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 \$500.00, 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, 1956.

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 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, 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 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.
7. If at any time it shall appear to the mortgagee that the mortgagor may be able to obtain a Federal land bank loan on the property mortgaged hereby, the mortgagor shall, on request of the mortgagee, apply for a Federal land bank loan to pay off the indebtedness secured hereby, and shall accept such loan as may be offered to him by the Federal land bank if sufficient in amount to pay the indebtedness secured hereby and pay for any stock which it may be necessary for him to purchase in obtaining such loan.
8. 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 Part 3 of the Emergency Farm Mortgage Act of 1933 and all acts amendatory thereof or supplementary thereto.

In the event mortgagor fails to pay when due any taxes, charges or assessments lawfully assessed against the property herein mortgaged, or fails to pay when due all principal and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or fails to perform all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or fails to maintain insurance as hereinbefore provided, mortgagee may make such payment, perform such covenants and conditions or provide such insurance and the amount(s) paid therefor shall become a part

This release was written on the original mortgage entered this 1st day of October, 1946, at 1:30 P.M. in the office of the Register of Deeds, Douglas County, Kansas. The amount secured by this mortgage has been paid in full, and the within mortgage is hereby cancelled. This 1st day of October, 1946, at 1:30 P.M. in the office of the Register of Deeds, Douglas County, Kansas. *Harold A. Beck* Register of Deeds

*Harold A. Beck*  
Register of Deeds  
Douglas County, Kansas