

3670 BOOK 95

## REAL ESTATE MORTGAGE

THIS INDENTURE, made this 21 day of October, 1948, between  
 of the County of Douglas, and State of Kansas, hereinafter  
 called the Mortgagor, whether one or more, and the Ottawa, hereinafter  
 of Ottawa, Kansas, hereinafter called the mortgagee.  
 WITNESSETH: That said mortgagor, for and in consideration of the sum of  
 Six thousand ninety-seven and no/100 - - - - - (\$6,097.00) - - - - DOLLARS,  
 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 situated in the County of Douglas, and State of Kansas, to-wit:

Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-eight (28),  
 Township Fourteen (14) South, Range Eighteen (18) East  
 of the Sixth Principal Meridian

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 fix-  
 tures belonging to or used in connection therewith, whether owned by the mortgagor at the date of this mortgage, or thereafter acquired.

Provided, this mortgage is given to secure the payment by the mortgagor to the mortgagee, at its offices in the City of  
 Ottawa, of the sum of \$6,097.00 with interest at the rate of 5 per cent per annum,  
 evidenced by a certain promissory note of even date herewith, executed by the mortgagor to the mortgagee, conditioned for the pay-  
 ment of said sum and interest on the 15 day of October, 1949.

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; and to warrant and defend the title thereto against the lawful claims or  
 demands of all persons whomsoever; that the same is free from all incumbrances, except:

2. To pay when due the note secured hereby.

3. To make return of said real estate for taxation, when so required by law; and to pay before they become  
 delinquent all taxes, charges and assessments legally levied against the property herein conveyed.

4. Not to permit, either willfully 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 re-  
 move 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 that he will not permit  
 said real estate to depreciate in value because of erosion, insufficient water supply, inadequate drainage, im-  
 proper irrigation, or for any reason arising out of the irrigation or drainage of said lands.