

USA-FHA  
Form 100-304.14  
(Rev. 6-29-49)

43610 BOOK 100

### REAL ESTATE MORTGAGE FOR KANSAS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned JOHN NEUSCHAFER, JR. and EDITH M. NEUSCHAFER,

husband and wife,

of the County of Douglas, State of Kansas, hereinafter called Mortgagor, has become justly

indebted to FIRST NATIONAL BANK,

Leavenworth, Kansas,

a corporation organized and existing under the laws of the State of Kansas, hereinafter called Mortgagee, as evidenced by one certain promissory note dated the 1st day of May 1951, for the principal sum of Ten Thousand Six Hundred Twenty and no/100- Dollars (\$10,620.00-), with interest at the rate of three percent (3%) per annum, principal and interest payable and amortized in installments as therein provided and in accordance with the terms thereof, the first installment shall be in the amount of \$ 459.42, payable on the 31st day of March, 1952; the next succeeding thirty-nine installments shall be in the amount of \$ 459.42 each, payable annually thereafter; and the final installment shall be in the amount of any remaining principal and interest, payable forty (40) years from the date of said note; and

WHEREAS, Mortgagor is desirous of securing the prompt payment of said note, and the several installments of principal and interest at maturity, and any extension or renewal thereof, and any agreement supplementary thereto, and any additional indebtedness on account of any future advances or expenditures made as hereinafter provided, and the performance of each and every covenant and agreement of Mortgagee herein contained;

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, as the same matures or becomes due, and of any extension or renewal thereof, or of any agreement supplementary thereto, and to secure the performance of each and every covenant and agreement of Mortgagee herein contained, Mortgagor does hereby and with these presents mortgage and warrant unto Mortgagee the following described real estate situated in the County of Douglas, State of Kansas, to wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of SECTION THIRTY-ONE (31), Township Eleven (11) South, Range Eighteen (18) East of the Sixth Principal Meridian;

SUBJECT TO easement to the Sinclair Pipe-Line Company, recorded in Book 114 at Page 43 for right-of-way, maintain, inspect, operate and remove pipeline for the transportation of oil and gas, which easement contains right to lay additional pipelines along the side of the first pipeline for a stipulated consideration.

together with all rents and other revenues or incomes therefrom, and all and singular, the rights, easements, hereditaments, and appurtenances thereto belonging, or in any wise incident or appertaining, and all improvements and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property";

TO HAVE AND TO HOLD, all and singular, said property before mentioned unto Mortgagee and its assigns forever. Mortgagee, for himself, his heirs, executors, administrators, successors and assigns, does hereby and by these presents covenant and agree:

1. To pay promptly all installments of principal and interest as they become due according to the terms of the said promissory note, and of any agreements supplementary thereto, and any other indebtedness owing by the Mortgagor to the Mortgagee and secured hereby. In the event this mortgage and the note secured hereby are insured under the provisions of the Bankhead-Jones Farm Tenant Act, as amended, the Mortgagor will pay all such installments of principal and interest, and such other amounts as the Mortgagee is required to pay to the Mortgagee under this mortgage, to the United States of America, acting by and through the Administrator of the Farmers Home Administration (hereinafter

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