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 whore 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 decensed in connection herewith.

In the event mortgagor fails to pay when due any taxes, lichs, 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.

the date of payment at the rate of six per cent per annum. The said mortgagor hereby transfers, sets over and conveys to the mortgage all rents, royalties, bonuses and delay moneys that may from time to time become due and payable under any oil and gas or other mineral lease(s) of any kind now existing, or that may from time to time become due and payable under any oil and gas or other mineral lease(s) of any kind now existing, or that may from time to time become due and payable under any oil and gas or other mineral lease(s) of any kind now existing, or that may from time to time become due and payable under any oil and gas or other mineral lease(s) of any kind now existing, or that may free to facilitate the payment to it of said rents, royalties, bonuses and delay moneys. All such sums so received by the mortgages shall be applied [irst, to the payment of matured installments upon the note(s) secured hereby and/or to the reimbursement of the mortgages for any sums advanced in payment of taxes, insurance premiums, or other sassessments, as herein provided, together with the interest due thereon; and second, the balance, if any, upon the principal resanding unpaid, in such a manner; however, as not to abate or reduce the semi-annual payments but to sooner retire and discharge the loain or said mortgage. The transfer and conveyance hereunder to the mortgage dail rents, royalties, to any of its other rights under this mortgage. The transfer and conveyance hereunder to the mortgage debt, subject to the mortgage option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage 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 here miner 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 hinding 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.

Hornberger The The Hornbar Esther KANSAS STATE OF sś DOUGLAS COUNTY OF Before me, the undersigned, a Notary Public, in and for said County and State, on this 29th of JUNE 1956, personally appeared HERPERT HORDERGER and ESTUER HORDERGER, his wife day of 0.31 to mo personations shown and known to me to be the identical person S who executed the within and foregoing instrument and Acknowledged to me that purposed therein set forth. they executed the same as their free and voluntary act and deed for the uses and * Winder my hard and official seal the day and year last above written . 500 'Uall' ROSENDEUMystary Public John My commission expluses April 21, 1960

Recorded July 2, 1956 at 9:40 A.M.

A G. Bo Register of Deeds Le Ruto

Newstyter

The within mentare has been fully satisfied and is hereby released to a com-

(com soil)

ne belenab ulari lang en ling ng terping - sepelawaj a Kilala (inden jilak unan terpinant