

5. To reimburse the mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which the 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.

6. That all checks or drafts delivered to the mortgagee for the purpose of paying any sum or sums secured hereby will be paid upon presentment, and that all agencies used in making collection thereof, including those agencies transmitting the proceeds of such items to the mortgagee, shall be considered agents of the mortgagor.

In the event the mortgagor shall fail to pay when due any taxes or assessments against said security, the mortgagee may make such payment, and the amount(s) paid therefor shall become a part of the indebtedness secured by the terms of this mortgage, and bear interest from the date of payment at the rate of eight per cent per annum.

If at any time, during the life of this mortgage, the premises conveyed hereby shall, in the opinion of the mortgagee, become insufficient to secure the payment to the mortgagee of the indebtedness then remaining unpaid, by reason of an insufficient water supply, inadequate drainage, improper irrigation or erosion, then said mortgagee shall have the right, at its option, to declare the unpaid balance of the indebtedness secured hereby due and payable and forthwith foreclose this mortgage.

In the event of foreclosure of this mortgage, the 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.

If the above described note be not paid when due, or if the mortgagor shall permit any taxes or assessments on said lands to become delinquent, or shall fail to keep and perform all and singular the covenants, conditions, and agreements herein contained, then this mortgage shall become subject to foreclosure.

It is agreed that all of the abstracts of title to the real estate above described, which have heretofore been delivered by the mortgagor to the mortgagee herein, shall be retained by said mortgagee until the indebtedness secured hereby shall have been paid and discharged in full, and in the event the title to said real estate is conveyed by the mortgagor to the mortgagee in satisfaction of the mortgage indebtedness, said abstracts shall thereupon become and be the property of the mortgagee, or in the event of foreclosure of this mortgage, the title to said abstracts shall pass to the purchaser at the Sheriff's or Master's sale, upon expiration of the redemption period provided by law.

Now if the said mortgagor shall pay said note when due, and reimburse said mortgagee for all sums advanced hereunder, and shall perform all of the other covenants and conditions herein set forth, then this mortgage shall be void, otherwise to be and remain in full force and effect.

The said mortgagor hereby waives the benefit of all stay, valuation, homestead and appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal the day and year first above written.

Max McClure

Sarah McClure

STATE OF Kansas

COUNTY OF Franklin

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16 day of March, 1964, personally appeared Max McClure and Sarah McClure, his wife;

to me personally known and known to me to be the identical person(s) 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.

My Commission expires December 5, 1965

Mildred Strain Notary Public

Recorded March 19, 1964 at 10:10 A.M.

Harold W. Beck Register of Deeds

NOTARIAL

This document is hereby certified to be a true and correct copy of the original as the same appears in the records of the Register of Deeds of the County of Franklin, State of Kansas.

Witness my hand and official seal this 11 day of May 1964.

Notary Public, State of Kansas, Commission Expires December 5, 1965.

This release was written on the original mortgage entered this 11 day of May 1964.

Harold W. Beck
Reg. of Deeds

Deputy