

THIS INSTRUMENT IS SUBJECT TO THE EASEMENT AND/OR RIGHTS HEREIN SET FORTH IN THE SUPPLEMENTARY INSTRUMENTS TO THIS INSTRUMENT.

In the event mortgagor fails to pay when due any taxes, liens, 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 as provided for in the above described note.

The said mortgagor hereby transfers, assigns, sets over and conveys to mortgagee 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 hereafter come into existence, covering the above described land, or any portion thereof, and any sums which are now payable, or which at any time in the future may become payable to mortgagor, or successors, in settlement and satisfaction of all claims, injuries, and damages of whatsoever kind, nature or character, growing out of, incident to, or in connection with the production, exploration, drilling, operating or mining for minerals (including, but not limited to oil and gas and related minerals) on the above described real estate, or any portion thereof, and said mortgagor agrees to execute, acknowledge and deliver to the mortgagee such instruments, as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay moneys, claims, injuries and damages. All such sums so received by the mortgagee shall be applied: first, to the payment of matured installments upon the note(s) secured hereby and/or to the reimbursement of the mortgagee for any sums advanced in payment of taxes, insurance premiums, or other assessments, as herein provided, together with the interest due thereon; and second, the balance, if any, upon the principal remaining unpaid, in such a manner, however, as not to abate or reduce the installment payments but to sooner retire and discharge the loan; or said mortgagee may, at its option, turn over and deliver to the then owner of said lands, either in whole or in part, any or all such sums, without prejudice to its rights to take and retain any future sum or sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder to the mortgagee of the aforementioned payments shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon release of the mortgage of record, this conveyance shall become 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 as provided for in the above described note 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 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, mortgagor has hereunto set his hand and seal the day and year first above written.

STATE OF KANSAS }
COUNTY OF DOUGLAS } SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this day of 14 November 1969, personally appeared

HOMER WULFKUHLE AND JUDITH WULFKUHLE, husband and wife,
to me personally known and known to me to be the identical persons
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 June 27, 1973
My commission expires

Homer Wulfkuhle
Homer Wulfkuhle

Judith Wulfkuhle
Judith Wulfkuhle



Anthony P. Mohr
Notary Public

NO. 19286
INDEXED
NIMBLE
FIRST FARM AND RANCH MORTGAGE

from

To
THE FEDERAL LAND BANK OF WICHITA

STATE OF Kansas }
COUNTY OF Douglas } SS
This instrument was filed for record in the office of

Register of Deeds
of said County on the 14th day of
November 1969 at
4:00 o'clock P. M. and duly recorded

in Book of

at Page

4400

County Clerk and Recorder
Register of Deeds

Record and Return
To
THE FEDERAL LAND BANK OF WICHITA
Wichita, Kansas

Hand 5:58

Recorded November 14, 1969 at 4:00 P.M.

Yanue Beem Register of Deeds