

7. The mortgagee may, at any time, without notice, release all or any part of the premises described herein, grant extensions and deferments, agree to and grant renewals and reamortizations of the indebtedness, or any part thereof, or release from personal liability any one or more parties who are or may become liable for the indebtedness or any part thereof, without affecting the priority of this mortgage or the personal liability of the mortgagor or any party liable or who may become liable for the payment of the lien hereof.

8. 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 where 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 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 each amount advanced therefor shall become a part of the indebtedness secured hereby but shall be immediately due and shall bear interest from the date of advance to the date of payment as provided in said notes and supplemental agreement.

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 the matured portion of the indebtedness, including interest, and second, the balance if any as extra payments upon the unmatured portion of the indebtedness, in the manner provided in said notes and supplemental agreement; or the mortgagee may, as 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 or of said notes or supplemental agreement, then, at the option of mortgagee, the indebtedness secured hereby shall forthwith become due and payable and bear interest as provided for in said notes and supplemental agreement, 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.

J. E. Goodyear

Georgetta Goodyear

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 19 JANUARY 1970, personally appeared

J. E. GOODYEAR, a/k/a JAMES E. GOODYEAR, and GEORGETTA GOODYEAR, husband and wife, to me personally known and known to me to be the identical person <sup>s</sup> 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 June 27, 1973

My Commission expires

Anthony P. Mohr  
Notary Public

Recorded January 19, 1970 at 11:20 A.M.

Register of Deeds

VA Form 26-5414 (Direct Loan)  
Revised Jan. 1968, Section 1811,  
Title 38, U.S.C.

BOOK 155

KANSAS

## MORTGAGE

THIS INDENTURE, Made this nineteenth day of January 1970, by and between Chesley Loney and Jeanne Loney, husband and wife of Mortgagor, and the Administrator of Veterans Affairs, an Officer of the United States of America, whose principal office and post office address is Veterans Administration, Washington, D.C., and his successors in such office, as such, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of seventeen thousand, five hundred Dollars (\$17,500.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described property, situated in the county of Douglas, State of Kansas, to wit:

Beginning at the northeast corner of the northwest quarter of section thirty-four (34), township fourteen (14) south, range twenty-one (21) east of the sixth principal meridian; thence south 00° 05' 54" east, along the east line of said northwest quarter, 1055.79 feet; thence north 88° 27' 13" west, 412.77 feet; thence north 00° 05' 54" west, 1044.65 feet to a point on the north line of said section 34; thence due east along the north line of said section 34, 412.60 feet to the point of beginning, containing 10 acres, more or less.

For Assignment of Mortgage See Book 279 Page 481