

In the event mortgagor fails to pay when due any taxes, charges or assessments lawfully assessed against the property herein mortgaged, or fails to pay when due all principal and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or fails to perform all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or fails to maintain insurance as hereinbefore provided, mortgagee may make such payment, perform such covenants and conditions 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 five per cent per annum.

The said mortgagor hereby transfers, sets over and conveys to the 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 said mortgagor agrees to execute, acknowledge and deliver to the mortgagee such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to him of said rents, royalties, bonuses and delay moneys. All such sums so received by the mortgagee should be applied: first, to the payment of matured instalments upon the note secured hereby and/or to the reimbursement of the mortgagee for any sums advanced in payment of taxes, insurance premiums, or other assessments, or upon sums advanced in payment of prior mortgages, judgments, liens or encumbrances, 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 semi-annual payments but to sooner retire and discharge the loan; or said mortgagee may, at his 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 his rights to take and retain any future sum or sums, and without prejudice to any of his other rights under this mortgage. The transfer and conveyance hereunder to the mortgagee of said rents, royalties, bonuses and delay moneys 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 payment in full of the mortgage debt and the 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 with the exception of the interest portion thereof, shall bear interest at the rate of five 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 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.

*Francis R. Wempe*  
*Frances E. Wempe*

STATE OF Kansas

COUNTY OF Douglas

SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of September

19 46, personally appeared

FRANCIS R. WEMPE and FRANCES E. WEMPE, 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.

*Lena W. Altshuler*  
 Notary Public.

My commission expires April 21, 1948.

Appl. 227792-344-Kans. NO. 31803 INDEX No. AMORTIZATION/MORTGAGE from FRANCIS R. WEMPE, et ux. To LAND BANK COMMISSIONER STATE OF <u>Kansas</u> COUNTY OF <u>Douglas</u> This instrument was filed for record in the office of <u>Register of Deeds</u> of said County, on the <u>28</u> day of <u>March</u> 19 <u>47</u> at <u>9:05</u> o'clock <u>A.</u> M., and duly recorded in Book _____ of _____ at Page <u>270</u> <u>Harold A. Beck</u> County Clerk and Recorder Register of Deeds	Record and Return To THE FEDERAL LAND BANK OF WICHITA Wichita, Kansas
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