

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 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 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 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.

Elvin C. Herschell
Lois K. Herschell

STATE OF Kansas

SS

COUNTY OF Douglas

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of May, 1946, personally appeared Elvin C. Herschell and Lois K. Herschell, his wife,

to me personally known and known to me to be the identical persons 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

April 21, 1948

Lena W. Ottenhernd
Notary Public



NO. 32103
INDEXED
NUMERICAL INDEX

State of Kansas, Douglas County, ss.
Filed and Entered in Vol. _____
Page _____ at 10:50 clock A. M.

APR 29 1947
Harold A. Beck
Register of Deeds
By \$ 2.60 Deputy

Appl: 226422-844-K
Loan No. 11713-2
NO. 28661
INFORMATION MORTGAGE
NUMERICAL INDEX

Elvin C. Herschell, et ux.

THE FEDERAL LAND BANK OF WICHITA

STATE OF Kansas
COUNTY OF Douglas

This instrument was filed for record in the office of HAROLD A. BECK
Register of Deeds

of said County, on the 17 day of June, 1946, at

11:45 o'clock P. M. duly recorded

in Book 89, at Page 255
Mortgages

\$ 2.60
Harold A. Beck
Register of Deeds

Record and Return

To THE FEDERAL LAND BANK OF WICHITA
Wichita, Kansas

Original compared with record