## AMORTIZATION MORTGAGE RECORD 70

SAME DE DE WORTH STATION ENT CO KANSAS CITY NO 3417

5. To insure and keep insured all buildings and other improvements now on, or which may hereafter be placed on said premises, against loss or damage by fire and/or tornado, in such manner, in such companies and for such amounts as may be satisfactory to the Mortgagers; the polic(y-ies) evidencing such insurance coverage to be deposited with and loss thereunder to be payable to the Mortgager as his interest may appear. Any sum so received by Mortgage methodeness the payable to the deposited with insured loss may be applied at the option of Mortgages to discharge any portion of the indebtedness ecured hereby, whether or not the same be due and payable, or to the reconstruction of the buildings and improvements so destrayed or damaged.

6. To expend the whole of the loan secured hereby solely for the purposes set forth in the Mortgagor's written application for said loan.

7. Not to permit, either wilfully or by neglect, any unreasonable depreciation in the value of said premises or the buildings and improvements situated thereon, but to keep the same in good repair at all times; to maintain and work the above mentioned premises in good and husbandide manner; not to permit said buildings to become variant or unoccupied; not to remove or demolish or permit the removal or demolition of any of said buildings to become variant or unoccupied; not to remove or form it or suffer any strip or waste to be committed upon said premises; not to permit or suffer any strip or waste to be committed upon said premises; not to cut or remove or permit the cutting or removal of any of the cutting of the control of the cutting or removal of the cutting of the c

8. To reimburse the Mortgagee for all costs and expenses incurred by him in any suit to forclose this mortgage, or in any suit in which the Mortgagee may be obliged to defend or protect his rights or liens acquired hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be added to and become a part of the debt secured hereby and included in any decree of forcelosure.

9. 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 collections, including those agencies transmitting the proceeds of such items to the Mortgagee, shall be considered agents of the Mortgagor.

This mortgage is made to the Mortgagee as the Land Bank Commissioner acting pursuant to Part 3 of the act of Congress known as the Emergency Farm Mortgage Act of 1933 (and any amendments thereto), and is hereby agreed to be in all respects subject to and governed by the terms and provisions thereof.

The Mortgagor in the written application for loan hereby secured made certain representations to the Mortgagee as to the purpose or purpose for which the proceeds of this loan are to be used. Such representations are hereby specifically referred to and made a part of this mortgage.

In the event the Mortgagor shall fail to pay when due any taxes or assessments against the security or fail to pay at all times during the existence of this mortgage, all due sums and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or fail to pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due, or fail to perform all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance swhen due, or fail to maintain insurance as herein pravided for, the Mortgage may at his option make such payments, perform such covenants and conditions, or provide such insurance, and the amount paid therefor, or incurred in connection therewith, shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the rate of five per contain per annum until paid.

The said Mortgagor hereby transfers, sets over and cenveys to the Mortgage all rents, royalties, bonuses and delay moneys that may from time to Lieu tecome due and payable under any oil and gas or other mineral lease(s) of any kind now existing, or that may hereafter come into existe the contract of the mortgage such deeds or other instrumed land, or any portion thereof, and said Mortgagor agrees to execute, acknowledge and deliver to the Mortgagor such deeds or other instrumed and some way may now or hereafter require in order to facilities the payment to fine of said rents, upon the notes and delay moneys. All such seams so respect may be applied, fines to the payment of matured instalments or other assessments, or upon sums advanced in payment of prior mortgages, judgments and schamed, as payment of taxes, instrumen permittens, or reduce the remi-annual payments but to some rere read and annual repression of the summary of the summary

If the lands hereby conveyed shall ever, during the life of this mortgage, become included within the boundaries of any irrigation, drainage or other special assessment district and/or become subject to and liable for special assessments of any kind, for the payment of which said lands are not liable at the date of the execution of this mortgage, then the whole of the indebtedness hereby secured shall, at the option of the Mortgagee, become due and payable forthwith.

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

In the event of foreclosure of this mortgage, the Mortgage 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 any of the payments on the above described note be not poid when due, or if the Mortgager shall permit any taxes or assessments on any mortgage, guidgment, lie no remembers, while fail to may at all times during the existence of this mortgage all due sums and interest gage, judgment, lie no remembers, we senior to the lie not all mortgager, or shall fail to pay the principal debt secured by such mortgage, judgment, lie no remembrance when due, or shall fail to personne such as mortgage, judgment, lie no reneumbrance senior to the lien of this mortgage, or shall permit any contained in any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or shall permit any contained in any mortgage, contained in one instituted upon any such excution by virtue of any such mortgage, judgment, lien or encumbrance, or shall fall toke the buildings and improvements of the following the provided, or shall apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall fall to keep the provided of the department of the longer contained, then the whole of the debtedness secured hereby, at and this mortgage subject to tercelosure.

It is agreed that all of the abstracts of title to the real estate above described, which have heretofore been delivered by the Mortgager to the Mortgages 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 Mortgager to the Mortgager in satisfaction of the indebtedness hereby secured, said abstracts shall thereupon become and be the property of the Mortgage, or in the event of foreclosure, this mortgage, the title to said abstracts shall pass to the purchaser at the Sherid's or Master's sale, upon expiration of the redemption period provided by law.

Now if the Said Mortragor shall pay, when due, all payments provided for in said note, and reimburse said Mortragee 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 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.

Anna I. Faasch

Edward F. Faasch

SFATE OF KANSAS,

COUNTY OF Douglas

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of March

19.43, personally appeared Edward F. Faasch and Anna I. Paasch, his wife,

to me personally known and known to me to be the identical person 5. 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 Docember 31, 1944 (SEAL)

Pearl Emick

Notary Public.