

6. To be now lawfully seized of the freehold title to all of said above described real estate; to have good right to sell and convey the same; that the same is free from all incumbrances; and to warrant and defend the title thereto against the lawful claims or demands of all persons whatsoever.
7. To pay when due all payments provided for in the note(s) secured hereby;
8. To make return of said real estate for taxation, when so required by law; and to pay before they become delinquent all taxes, charges and assessments lawfully levied against the property herein conveyed;
9. 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 or such manner, in such companies and for such amounts as may be satisfactory to the mortgagee; the policy(ies) evidencing such insurance coverage to be deposited with, and held subject to the order of, the mortgagee; and
10. To cause an annual loss payment, at the option of the mortgagee and subject to the general regulations of the Louisiana Commissioner, be applied to the reconstruction of the destroyed improvement(s), and if not so applied may, at the option of the mortgagee, be applied on payment of any indebtedness secured by said mortgage, whether or not such indebtedness is evidenced by a promissory note.
11. To use the proceeds arising from the loan secured hereby solely for the purposes set forth in the mortgagee's written application for said loan.
12. Not to permit, either willfully or by neglect, any unreasonable depreciation in the value of said premises or the buildings and improvements situated thereon, but to keep them in good repair at all times; not to remove or permit to be removed from said premises any building or improvement constituting part of the mortgaged premises; nor to remove or permit to be removed therefrom any material necessary for ordinary domestic purpose; and that the mortgagee shall not permit said real estate to depreciate in value because of erosion, inefficient water supply, inadequate drainage, irrigation, or for any reason arising out of the negligence of the mortgagor.
13. To reimburse the mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which the mortgagee may be obliged to defend or protect its rights or lien acquired hereunder, including an abstract fee, court costs, a reasonable attorney fee where allowed by law, and other expenses; and upon judgment in favor of the mortgagee, to pay the same.

This mortgage is made to the mortgagee as a Federal Land Bank doing business under the "Federal Farm Loan Act," as amended, and is hereby agreed to be in all respects subject to and governed by the terms and provisions of said Act as amended.

The mortgagor in the written application for the loan hereby secured made certain representations to the mortgagee as to the purpose or purposes 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 said security, or fail to maintain insurance as hereinbefore provided for, the mortgagee may make such payment or provide such insurance, and the amount(s) paid herefor 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 eight per cent per annum.

The said mortgagee hereby transfers, sets over and conveys to the said mortgagor 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 mortgagee 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 it of said rents, royalties, bonuses and delay moneys. All such payments shall be made by the mortgagor directly to the mortgagee, and the mortgagee shall have no obligation to make any such payments to the mortgagor. Payment of the mortgage 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 semi-annual payments but to sooner retire and discharge the loan; or said mortgagee may, at its option, turn over and deliver to the mortgagor all or part of the proceeds of any sale of the mortgaged premises, or of any other real estate owned by the mortgagor, to the extent of the amount of any such payments, 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 the above described land. Upon payment in full of the mortgage debt and the release of the mortgage of record, this conveyance shall become null and void.

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 mortgagee, become insufficient to secure the payment to the mortgagee of the indebtedness then remaining unpaid, by reason of an insufficient water supply, inadequate drainage, improper irrigation or erosion, then said mortgagee shall have the right, at its option, to declare the unpaid balance of the indebtedness secured hereby due and payable and to forthwith foreclose this mortgage.

In the event of foreclosure of this mortgage, the 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.

If any of the payments of the above described note(s) be not paid when due, or if the mortgagor shall permit any taxes or assessments on said lands to become delinquent, or fail to keep the buildings and improvements insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole of the indebtedness secured hereby, at the option of the mortgagee, shall become immediately due and payable and bear interest from such date at the rate of eight per cent per annum, and this mortgage subject to foreclosure.

At any payment period after five years from the date hereof, the mortgagor shall have the privilege of paying any number of unmatured principal payments of the debt hereby secured. Such additional payments shall not operate to abate or reduce thereafter the periodical payments of principal and interest as herein contracted to be made, but shall operate to sooner retire and discharge the loan.

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

Now if the said mortgagor shall pay, when due, all payments provided for in said note(s), and reimburse said mortgagee 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, home-
stead 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, the mortgagor has hereunto set his hand and seal the day and year first above written.

Mrs. Sallie Fitchpatrick

Mrs. Rene Lewis

Charles Lewis

Mrs. Ethel Johnson

Simon Johnson

Martha Lewis

Vernon Lewis

STATE OF KANSAS
COUNTY OF DOUGLAS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21st day of April, 1934.

personally appeared: Sallie Fitchpatrick, a widow; Rene Lewis and Charles Lewis, her husband; Martha Lewis and Vernon Lewis, her husband; Ethel Johnson and Simon Johnson, her husband 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.

My Commission expires November 15th, 1937

Local Seal

(RELEASE)

The amount secured by this mortgage has been paid in full, and the ^{within mortgage} same is hereby canceled, this 13th day of Dec, 1914

(Capital) The Federal Land Bank of Wichita, a corporation
By John T. Coleman
Vice President.

This release
was written
on the original
mortgage
entered
this 20th day
of October
1947
Narciso
King of Deed
Narciso
Deputy