

The Mortgagor does hereby covenant and agree with the Mortgagee, as follows:

- The Mortgagor in the written application for 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 to the Mortgagee 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 senior to the lien of this mortgage, or the Mortgagee, or the holder of any such mortgage, judgment, lien or encumbrance, shall deem this failure to constitute a default in the performance of the obligations of the Mortgagor hereunder, and therefor, or incurred in connection with this mortgage, shall become, from the date of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the rate of five per centum per annum until paid.

[illegible]

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 on the above described note he not paid when due, or if the Mortgage shall permit any taxes or assessments which shall tend to become delinquent, or if the Mortgagee shall die during the term of this mortgage all sums and interests on any mortgage, judgment lien or encumbrance senior to the lien of this mortgage, or shall fail to pay the principal debt secured by such mortgage, judgment lien or encumbrance when due, or shall fail to perform any or all other covenants and conditions contained in any mortgage, judgment lien or encumbrance senior to the lien of this mortgage, or shall permit any foreclosure proceedings to be instituted upon any such mortgage, judgment lien or encumbrance, or shall fail to keep the buildings and improvements insured as herein provided, or shall apply the proceeds of the 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 Mortgagee may at its option, at the election of the Mortgagee, shall have the right to declare this mortgage immediately due and payable in full, and to foreclose thereon, and to sell the premises hereunder mortgaged, with interest thereon per annum, and this mortgage subject to foreclosure.

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 indebtedness hereby secured, the Mortgagor shall execute and deliver to the Mortgagee a deed of reconveyance of the real estate to the Mortgagee in satisfaction of the indebtedness hereby secured. In the event of foreclosure of this mortgage, the title to said real estate shall be conveyed by the Mortgagor to the Mortgagee in satisfaction of the indebtedness hereby secured.

Now if the said Mortgagor shall pay, when due, all payments provided for in said note, 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, homestead and appraisement laws.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal the day and year first above written.

Leonard Ice

Rose C. Ice

STATE OF KANSAS
COUNTY OF DOUGLAS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 31 day of January, 1931, personally appeared

Leonard Ice and Rosa Ice, his wife

to me personally known and known to me to be the identical person. I 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 15, 1934

C. C. Gerstenberger

Notary Public.

(RELEASE)

The amount secured by this mortgage has been paid in full, and the same is hereby canceled this _____ day of _____, 19____.