

- [illegible]

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 thereof shall become a part of the indebtedness provided for, the mortgagee may charge and bear interest from the date of payment at the rate of eight percent 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 lease or leases now existing, or that may hereafter come into existence, covering the lands covered by this mortgage; and the 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 sums so received by the mortgagee shall be applied: first, toward the payment of taxes, insurance premiums, or other assessments, as herein provided, to the reimbursement of 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; and the mortgagee shall have no right or power to take or receive any part of the proceeds of said lands, either before or after maturity of the loan, to the prejudice to its rights to take and retain any future sum or sums, and without the consent of its lender. The said mortgagee shall also have the right to exercise its lien against the property of the mortgagor, and the whole of said lands, either before or after maturity of the loan, to satisfy its claim for the payment in full of the mortgage debt and the release of the mortgage of record; provided, independent of the mortgage, the mortgagee shall not be entitled to any benefit or advantage from the payment in full of the mortgage of record before provided, independent of the mortgage, and shall have no right of set-off or of no further force and effect.

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 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 land to become delinquent, or fail to keep the buildings and improvements insured as herein provided, or apply the proceeds of the loan to materially 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 unamortized 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 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 mortgagee 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, 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, the mortgagor has hereunto set his hand and seal the day and year first above written.

Byron Shields

Hand Shields

STATE OF KANSAS, COUNTY OF DOUGLAS, ss.

Before me, the undersigned a Notary Public, in and for said County and State, on this 25 day of May, 1934.

personally appeared Byron Shields and Maud Shields, his wife

to me personally known and known to me to be the identical person J. 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.

C. C. Gerstenberger

My Commission expires Nov. 15, 1937
Legal Seal

Notary Public

In consideration of the making by The Federal Land Bank of Wichita to

~~Byron Shields and Maud Shields, his wife~~

of the loan secured by the within mortgage, the undersigned National Farm Loan Association hereby indorses this mortgage and becomes liable for the payment of all sums secured thereby.

Dated this 25 day of May, 1954

The Kaw Valley National Farm Loan Association of Lawrence, Kansas

By E. S. Heaston

President

C. C. Gerstenberger

Secret: 17. Treasures

(RELEASE)

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