

1. To pay when due all payments provided for in the note(s) secured hereby.

[illegible]

5. To either or not the same be due and payable to the lender as a condition of the loan, the mortgagor agrees to execute and deliver to the lender, at the time of the making of the loan, a deed of assignment of the proceeds of the loan secured hereby solely for the purposes set forth in the mortgagor's written application for said loan.

7. 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 all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be secured hereby and included in any decree of foreclosure.

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 therefor shall become a part of the indebtedness secured by this mortgage, and bear interest from the date of payment at the rate of eight per cent per annum.

[illegible]

If the land is 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 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 ~~thereon~~ ^{thereat} 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, and shall not entitle the mortgagor to demand the return of the principal or to demand the discharge of 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 sale, and in no event shall the title to said abstracts be subject to 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, home stead 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

Charles C. Miller

Maude A. Miller

STATE OF KANSAS, COUNTY OF DOUGLAS, ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30th day of June, 1934

personally appeared Charles C. Miller and Maude A. Miller, his wife

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

My Commission expires November 15th, 1937

Notary Public.

Legal Seal

In consideration of the making by The Federal Land Bank of Wichita to Charles C. Miller and Maude J. Miller, 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 30th day of June, 1934

The Kaw Valley National Farm Loan Association of Lawrence, Kansas.

By _____

C. C. Gerstenberger

(RELEASE)
The amount secured by this mortgage has been paid in full, and the ~~same~~ ^{within mortgage} is hereby canceled, this 22nd day of Nov, 1962.

The Federal Land Bank of Wichita, incorporation
by R. H. Jones Vice President

This release
was written
on 11/29/1949
entered
this 29 day
of November
1949
Harold A.
Reg. of Deeds
Deputy