

MORTGAGE RECORD No. 79

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 centum per annum until paid.

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 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 Mortgagor 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 him of said rents, royalties, bonuses and delay moneys. All such sums so received by the Mortgagee shall be applied: first, to the payment of matured installments upon the note secured hereby and/or to the reimbursement of the Mortgagee for any sums advanced in payment of taxes, insurance premiums, or other assessments, or upon sums advanced in payment of prior mortgages, judgments, liens or encumbrances, 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 his option, turn over and deliver to the then owner of said lands, either in whole or in part, any or all such sums, without prejudice to his rights to take and retain any future sum or sums, and without prejudice to any of his 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 said real estate. Upon payment in full of the mortgage debt and the release of the mortgage of record, this conveyance shall become inoperative and 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 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 be not paid when due, or if the Mortgagor shall permit any taxes or assessments on said lands to become delinquent, or if the Mortgagor shall 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 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 senior to the lien of this mortgage, or shall permit the premises hereby conveyed to be sold under execution by virtue of 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 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 five per centum 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, 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, 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.

William Henry Hornberger
Lena Hornberger

(ACKNOWLEDGMENT)

State of Kansas)
) ss.
County of Douglas)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1 day of February, 1934, personally appeared William Henry Hornberger (also known as William H. Hornberger, and Lena Hornberger, his wife, to me personally known and known to me to be the identical persons 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.

Legal Seal
My Commission expires November 17, 1937

C. C. Gerstenberger
Notary Public.

Recorded February 1st, A. D. 1934 at 3:45 P. M.

Wm. H. Hornberger Register of Deeds