

6. To expend the whole of the loan secured hereby solely for the purposes set forth in the Mortgagor's written application for said loan.

8. To reimburse the Mortgagee for all costs and expenses incurred by him in any suit to foreclose this mortgage, or in any suit in which the Mortgagee may be obliged to defend or protect his rights or liens acquired hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be added to and become a part of the debt secured hereby and included in any decree of foreclosure.

This mortgage is made to the Mortgagee as the Land Bank Commissioner acting pursuant to Part J of the act of Congress known as the Emergency Farm Mortgage Act of 1933 (and any amendments thereto), and is hereby agreed to be in all respects subject to and governed by the terms and provisions thereof.

In the event the Mortgagor shall fail to pay when due 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, then, he shall 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 fail to maintain insurance as herein provided for, or Mortgagee shall not 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.

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.

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 is not paid when due, or if the Mortgagee shall permit any taxes or assessments on said lands to become delinquent, or if the Mortgagee 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 pay the principal debt secured by such mortgage, judgment, lien or encumbrance, 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 property herein described to be sold or otherwise disposed of, or shall fail to pay any taxes or assessments on said lands, or shall fail to keep the buildings and improvements insured as herein provided, or shall fail to execute the proceeds of this mortgage, judgment, lien or encumbrance, or shall fail to keep the buildings and improvements kept 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

It is agreed that all of the abstracts of title to the real estate above described, which have heretofore been delivered by the Mortgageor to the Mortgagee herein, shall be retained by said Mortgagee until the indebtedness secured shall have been paid and discharged in full, and in the event the title to said real estate is conveyed by the Mortgageor to the Mortgagee in satisfaction of the indebtedness hereby secured, said abstracts shall thereupon become and be the property of the Mortgagee, and 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 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.

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

Frank Simon

Allie May Simon

STATE OF KANSAS }  
COUNTY OF DOUGLAS } ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of August, 19 34, personally appeared Frank Simon and Allie May Simon, his wife, to me personally known and known to me to be the identical person a 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

C. C. Gerstenberger

**Notary Public**

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

This Release  
was written  
on the original  
Mortgage  
No. entered  
this 27 day  
of March  
1943  
Harold A. Bush  
Rep. of Deeds  
Trene Carter