

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.

mortgage is made to the Mortgagee as the Land Bank Commissioner acting pursuant to Part 3 of the act of Congress known as the Emergency

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.

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 may be required to carry out the intent and purpose of this assignment.

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.

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 shall have been paid and discharged in full, and in the event the title to said real estate is conveyed to the Mortgagee 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.

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.

(continued from page 6)

Clara E. Nace

STATE OF KANSAS }
COUNTY OF DOUGLAS } ss.

Witness my hand and official seal the day and year last above written.

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____.

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