

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 3 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.

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.

[illegible]

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.

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 pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due, 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 taxes or assessments on said lands to become delinquent, or shall fail to pay any taxes or assessments on said 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.

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 anoraisement 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 Spray

Nettie M. Spray

(ACKNOWLEDGMENT)

STATE OF KANSAS } ss.
COUNTY OF DOUGLAS }

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of February, 1955, personally appeared Charles Spray and Nottie M. Spray, 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.

(SEAL)

My Commission expires.....November 15, 1937.

C C Gorstenberger
Notary Public

(RELEASE)

The amount secured by this mortgage has been paid in full, and the ^{original mortgage} ~~same~~ is hereby canceled this 31st day of July, 1942.

(Corp. Seal) Federal Farm Mortgage Corporation, a corporation, and
and Bank Commissioners, acting pursuant to Act No. 10
Emergency Farm Mortgage Act of 1933 as amended,
By the Federal Land Bank of Wichita, a corporation,
their Agent and Attorney-in-fact.