

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.

9. That all checks or drafts delivered to the Mortgagee for the purpose of paying any sum or sums secured hereby will be paid upon presentment; and that all agencies used in making collections thereof, including those agencies transmitting the proceeds of such items to the Mortgagee, shall be considered agents of the Mortgagee.

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][illegible]

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 due and payable forthwith, 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 in full.

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 when due the existence of this mortgage all due sums and interest on any mortgage, judgment, lien or fall to perform any or all other covenants and conditions contained in any mortgage, judgment, lien or encumbrance when due, or shall fail to comply with any obligations to be instituted upon any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or shall permit any premises hereby conveyed to be sold or otherwise disposed of by any person claiming under the title of this mortgage, or shall incur any liabilities insured as herein provided, or shall apply the proceeds of any such mortgage, judgment, lien or encumbrance, or the lien of it to keep the buildings and improve same and perform all and singular the covenants, conditions and agreements herein contained, then the whole of the indebtedness secured hereby, or which may hereafter be incurred, shall become immediately due and payable and bear interest from such date at the rate of five per centum per annum until foreclosure.

It is agreed that all of the abstracts of title to the real estate above described, which have heretofore been delivered by the Mortgagee 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 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.

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 appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal the day and year first above written.

Mrs. Rossie Lease

STATE OF KANSAS }  
COUNTY OF DOUGLAS } ss. (ACKNOWLEDGMENT)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of July, 1935, personally appeared Bessie Lease, a widow and \_\_\_\_\_ 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 she executed the same as her 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. Gerstenberger  
Notary Public

(RELEASE)

The amount secured by this mortgage has been paid in full, and the same is hereby canceled this 16<sup>th</sup> day of March, 1954.  
Edward Allen Mortgage Corporation, a corporation, and Bank of Commerce, acting pursuant to Part 5 of the Emergency Home Mortgage Act of 1933, established by the Federal Reserve Bank of Chicago, a corporation, their agent and attorney-in-fact.  
By R. H. Jones  
President  
Bank of Commerce  
Corp. Seal