THE said mortgagor hereby covenants to be lawfully seized of said premises, to have good right to convey the same and agrees to warrant and defend the same against the lawful claims of all persons whomsoever; and that said premises are free and clear of all encumbrances.

AND the said mortgagor hereby covenants and agrees to pay or cause to be paid the principal sum and interest above specified in manner aforesaid, together with all court costs paid by said mortgagee in maintaining the priority of this mortgage.

AND further, the said mortgagor does hereby expressly covenant, stipulate and agree as follows:

First. Until the debt hereby secured is fully satisfied to pay immediately when due and before any penalty for non-payment attaches thereto, all taxes and assessments, general or special, which may be now or hereafter levied or assessed under any law now existing or hereinafter enacted upon the said land, premises, or property, or upon the interest ofthe holder of this mortgage therein, or upon the debt hereby secured. Upon violation of the foregoing undertaking in any part or upon the passage by the State of Kansas of any law imposing payment of the whole or any part of the aforesaid taxes or assessments, upon said mortgage, or upon any subsequent holder of this mortgage, or upon the rendering by any Court of competent jurisdiction, of a decision holding that any undertaking by said mortgagor to pay such taxes or assessments or any of them or any similar undertaking, is in whole or in part legally inoperative or void, then and in such event, the debt hereby secured without deduction, shall at the option of said mortgagee, and without notice to any party become immediately matured, due and payable, notwithstanding anything contained in this mortgage, or in any law hereinafter enacted. Said mortgagor to furnish said mortgagee on or before August first of each year a certificate from proper authority, showing the payment of all such taxes and assessments for the preceding year.

Second. To abstain from commission of waste on said premises and to keep all buildings, fences and other improvements upon said premises in as good repair and condition as they now are and to keep all buildings now and hereafter on said premises insured against fire and tornado for $1500. for thebenefit of said mortgagee, in insurance companies acceptable to it and to deliver policies of insurance with satisfactory mortgage clauses and renewal receipts to said mortgagee. In case of loss, said mortgagee may collect insurance money or may require mortgagor to make such collection. Said money when collected shall be applied either upon the indebtedness hereby secured or in rebuilding, as said mortgagee may elect.

Third. That the said mortgagee shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the loan proceeds secured by this mortgage and that it may make any payments it may consider necessary to remove, satisfy or extinguish any prior or outstanding title, lien or encumbrance and may at its option pay any delinquent taxes or assessments charged against said property make any repairs necessary for the preservation of the improvements thereon, and may insure said property if default be made in the covenant to insure, and, if it shall appear in any of the Land Departments of the United States Government, or in any Court or Tribunal whatever, to defend the title or possession of the mortgaged real estate, or this lien thereon, or appear in any Court to prove the mortgage debt, all the costs and expenses of such appearance, shall be repaid by said mortgagor and all sums so expended and such costs and expenses so incurred shall bear interest at the rate of ten per cent per annum from the date of payment by said mortgagee, and shall be an addition lien upon the mortgaged real estate concurrent with and collected in the same manner as the balance of the mortgaged debt hereby secured.

Fourth. As additional and collateral security for the payment of the debt as hereinbefore described and all sums to become due under this mortgage, said mortgagor hereby assigns to said mortgagee all the rents, profits, revenues, royalties, rights and benefits accruing to said mortgagor under all oil, gas, mineral, agricultural or other leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and the said mortgagee is further authorized to execute and deliver to the holder of any such lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

Fifth. If as aforesaid, default shall be made in the payment of any note or interest at maturity, or any interest thereon when due, or the taxes or assessments, or any part of either, or if waste be committed on or improvements be removed from said real estate without written consent of the mortgagee, or if by reason of operation under any oil, gas, mineral or other lease, the premises are rendered unfit for agricultural purposes in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall at the option of said mortgagee become immediately due and payable without notice to any party, and no failure of said mortgagee to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of the right to exercise any option at any other time, as to any past, present, or future default hereunder, but said mortgagee may without notice, at any time after a default as aforesaid, or a breach or violation of any of the covenants or agreements herein, immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same, to receive and collect the profits, rents, issues and royalties thereof, under the direction of the Court, and any amount so collected by said Receiver shall be applied under thedirection of the Court to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage. In case of foreclosure, the judgment rendered shall provide that all of said real estate shall be sold together and not in parcels. Appraisement waived.

IN WITNESS WHEREOF, the said parties of the first part hereunto set their hands, the day and year first above written.

Herbert B. Hornberger
Mrs. Mary Esther Hornberger

STATE OF KANSAS)
County of Douglas) ss.

On this 27th day of January A. D. 1945 before me, a Notary Public in and for said County, personally appeared Herbert B. Hornberger and Mary Esther Hornberger, his wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

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

My commission expires Feb 3, 1947.

(SEAL)

J. M. Clevenger
Notary Public

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Recorded February 1, 1945 at 10:10 A. M. Harold A. Beck Register of Deeds

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Receiving No. 22591

ASSIGNMENT OF MORTGAGE

THIS INDENTURE, WITNESSETH: That Bartlett Mortgage Company of St. Joseph, Missouri, for value received, does hereby assign, transfer, and set over unto NATIONAL LIFE INSURANCE COMPANY, Of Montpelier, Vermont, without recourse, the mortgage dated the 15th day of December A. D. 1944, given by Herbert B. Hornberger and Mary Esther Hornberger, husband and wife, to Bartlett Mortgage Company, and recorded in Book 89 at Page 51 of the records of Mortgages in the County of Douglas and State of Kansas; together with the note for ($2800.) TWENTY-EIGHT HUNDRED AND NO/100 Dollars, therein described, and the money due and to become due thereon with the interest.

IN WITNESS WHEREOF, The said Company has caused this instrument to be signed by its Vice-President and its corporate seal to be affixed hereto, this 31st day of January A.D., 1945.

(CORP. SEAL)

BARTLETT MORTGAGE COMPANY
By A. L. Bartlett Jr.
Vice President.