

If the property hereby conveyed shall ever, during the life of this mortgage, become included within the boundaries of any irrigation, drainage or other special assessment district or become subject to and liable for special assessments of any kind, for the payment of which said property is not liable at the date of the execution of this mortgage, or upon divestment in any manner, voluntary or involuntary, of the mortgagor's title thereto without the written consent of the mortgagee, 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 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.

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 of the above described note(s) be not paid when due, or if the mortgagor shall permit any taxes or assessments on said lands to become delinquent, or fail to keep the buildings and improvements insured as herein provided, or 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 six per cent per annum, and this mortgage subject to foreclosure.

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 hereby shall have been paid and discharged in full, and in the event the title to said real estate is conveyed by the mortgagor to the mortgagee in satisfaction of the mortgage indebtedness, said abstracts shall thereupon become and be the property of the mortgagee, or 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 said mortgagor shall pay, when due, all payments provided for in said note(s), 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.

James F. Booth
James F. Booth
Elva Mae Booth
Elva Mae Booth

STATE OF Kansas
COUNTY OF Osage

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of March, 1944, personally appeared James F. Booth and Elva Mae Booth, his wife, to me personally known and known to me to be the identical person(s) 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 expressed.



My hand and official seal the day and year last above written.

Myron Keys
Notary Public

Recorded March 12, 1944 at 1:15 P. M.

Harold A. Stock Registrar of Deeds

The debt secured by this mortgage has been fully paid and satisfied and the within Mortgage is hereby cancelled this 18th day of October, 1948.
(Not. Seal)
Attest: J. Miller, Assistant Secretary
OCCIDENTAL LIFE INSURANCE COMPANY OF CALIFORNIA
R. A. Brooker, Executive Vice President

This mortgage was recorded on this day of month, 1944.

Samuel J. Miller
Notary Public