

9. That if there shall be a default in any of the terms, conditions or covenants of this Mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises, to let the same and receive and collect the rents, issues and profits thereof, and to apply the same to the payment of all necessary charges and expenses on account of the amounts hereby secured, and such rents and profits are, in the event of any such default, hereby assigned to the holder of this mortgage. In the event of any default as herein described, this mortgage may be foreclosed. In case of foreclosure, the Judgment rendered shall, at the option of the Mortgagee, provide that the whole of the said premises be sold together and not in parcels.

10. The Mortgagee, before sale hereunder, and the purchaser at sale hereunder, shall be subrogated for further security to the lien of any prior judgment lien, mechanic's lien, vendor's lien or other prior lien or encumbrance, if any, on said premises, paid out of the money secured by this mortgage, whether or not such prior lien or encumbrance has been released of record.

11. The Mortgagor, as additional security for this loan, hereby agrees with the Mortgagee that the abstracts and all muniments of title to the above described real estate, shall be deposited with and retained by the Mortgagee during the duration of this loan; and further agrees that in the event of the foreclosure of this mortgage, the Mortgagee shall have and retain all said abstracts and muniments of title. In the event it becomes necessary to foreclose this mortgage, any costs and expenses of an abstract or continuances of abstracts of title to the land described herein paid by the Mortgagee incident to said foreclosure, shall be an additional charge against said mortgaged premises secured by this mortgage, and may be recovered from the Mortgagor as a part of the debt hereby secured, with interest thereon from date of payment at the rate of ten per centum (10%) per annum.

*Notice of the exercise of any option granted herein to the Mortgagee is not required to be given.*

As additional and collateral security for the payment of the note secured hereby, the Mortgagor hereby assigns to the Mortgagee, any and all rights and benefits that may accrue to the Mortgagor under any and all oil, gas and mineral leases on the premises herein described, this assignment to terminate and become void upon release of this mortgage. Provided, that the Mortgagee shall be chargeable with no responsibility with reference to such rights and benefits, nor, be accountable therefor, except as to sums actually collected by it; and the lessees in any such leases shall account for such rights or benefits to the Mortgagor until notified by the Mortgagee to account for and pay over the same to the Mortgagee. Should operation under any oil, gas or mineral lease seriously depreciate the value of the mortgaged premises herein described, the note secured by this mortgage shall immediately become due and collectible at the option of the Mortgagee.

The Mortgagor hereby assigns to the Mortgagee all of the Mortgagor's right, title and interest in and to any and all sums of money, damages, awards, judgments and allowances arising or growing out of any and all suits, proceedings or actions in any court, or before any qualified public corporation, at any future time, for the purposes of acquiring or condemning any part of the land covered by this mortgage, or any easement or right-of-way over, across, under or upon said land, with full power to said Mortgagee to collect and receive, at the risk, cost, and expense of the Mortgagor, such sums of money, damages, awards and allowances; and all such sums of money, damages, awards and allowances received and collected by the Mortgagee by reason of this assignment, shall, at the option of the Mortgagee, be credited to the payment of the principal of the debt secured hereby, or paid over to Mortgagor; however, nothing herein shall be construed as making it the duty of the Mortgagee to collect or attempt to collect any such sums of money, damages, awards or allowances.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

This mortgage and the note hereby secured are in all respects to be governed by the laws of the State of Kansas.

Whenever used, this singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The term "Mortgagee" includes the successors and assigns, if any, of the mortgagee herein.

In Witness Whereof, the Mortgagor(s) have hereunto set hand(s) and seal(s) the day and year first above written.

*George E. Spring* (Seal)  
*Eva G. Spring* (Seal)  
*S. D. Myers* (Seal)

State of Kansas  
 County of WYANDOTTE }

Be It Remembered, that on this 5th day of MAY, 19 48  
 before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared George E. Spring and Eva G. Spring, husband and wife, and  
 S. D. Myers, a single man,  
 who are personally known to be the same person(s) who executed the above and foregoing instrument of writing,  
 and who acknowledged the execution of the same.  
 Notary Public Whereto, I have hereunto set my hand and Notarial Seal on the day and year last  
 above written May 1, 1950. *Doris J. Hayes*  
 Notary Public

Recorded May 4, 1948 at 2:40 P. M.

SATISFACTION OF MORTGAGE

The Union Mortgage and Investment Company, the mortgagor herein named, does hereby acknowledge full payment of the debt secured by the mortgage herein and authorizes the Register of Deeds of Douglas County, Kansas, to discharge the same of record. In witness whereof, the said company has caused these presents to be signed by its Secretary and its official seal to be affixed, this 10 day of May, A. D. 1949. THE UNION MORTGAGE AND INVESTMENT COMPANY  
 By Robert A. McManamy Sec.