

7. To reimburse mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which mortgagee may be obliged to defend or protect its rights or lien acquired hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be secured hereby and included in any decree of foreclosure.

This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary thereto.

In the event of the death of mortgagor, the heir(s) or legal representative(s) of mortgagor shall have the option, within 60 days of such death, to assume this mortgage and the stock interests held by the deceased in connection herewith.

In the event mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed against property herein mortgaged, or fails to maintain insurance as hereinbefore provided, mortgagee may make such payments or provide such insurance, and the amount(s) paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the rate of five per cent per annum.

The said mortgage hereby transfers, sets over and conveys to the mortgagee all rents, royalties, bonuses and delay damages from time to time become due and payable under any oil and gas or other mineral lease(s) of any kind now existing, or that may hereafter come into existence, covering the above described land, or any portion thereof; and said mortgagee agrees to execute, acknowledge and deliver to the mortgagor such deeds or other instruments as the mortgagor may now or hereafter require to perfect the mortgage. The payments by the mortgagor to the mortgagee shall be applied; first, to the payment of matured installments upon the note(s) secured hereby and/or to the reimbursement of the mortgages for any sums advanced in payment of taxes, insurance premiums, or otherwise assessments, as herein provided, together with the interest due thereon; and secondly, to the payment of any principal required to pay the same. If the mortgagee fails to make the annual payments, the mortgagor may, at its option, cause the principal discharge of the loan; or if said mortgagee may, at its option, turn over and deliver to the then owner of said lands, either in whole

or in part, any or all such sums, without prejudice to its rights to take and retain any future sum or sums, and without prejudice to any of its other rights under this mortgage. The transfer and the conveyance hereunder to the mortgagee of said rents, royalties, bonuses and delay moneys shall be construed to be a grant for the payment or reduction of the mortgage debt, subject to the mortgagee's option hereinafter provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of the mortgage of record, this conveyance shall become operative and of no further force and effect.

In the event of foreclosure of this mortgage, 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.

-- In the event mortgagor defaults with respect to any covenant or condition hereof, then, at the option of mortgagee, the indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate of six per cent per annum and this mortgage shall become subject to foreclosure: Provided, however, mortgagee may at its option and without notice annul any such acceleration but no such annulment shall affect any subsequent breach of the covenants and conditions hereof.

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 respective parties hereto.

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

STATE OF Kansas

COUNTY OF Douglas

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30th day of March 1949, personally appeared

Max Laptad and Margaret Laptad, his wife.

to me personally known and known to me to be the identical person 8 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.

My commission expires April 21, 1952.



written.

Leona W. Ottenberg
Notary Public

Harriet A. Beck - Register of Deeds

Harold A. Baker
Business Director