

94

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, to treat such conveyance hereunder to the mortgagee of said rents, royalties, and the like debt as if it were a provision for the payment or reduction of the mortgage debt, subject to the mortgagor's option as hereinbefore 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 inoperative and of no further force and effect.

In the event of foreclosure of this mortgage, mortgagor 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 become due and payable and bear interest at the rate of six per cent per annum from the date when the same shall become subject to foreclosure: Provided, however, mortgagee may at its option and without notice annual any such acceleration but no such amendment 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 appraisalment 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.

*S. D. Spring  
George E. Spring  
Mrs. Ezra G. Spring*

STATE OF Kansas

SS

COUNTY OF Douglas

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of August 1949, personally appeared S. D. Spring, a single man; George E. Spring, also known as G. E. Spring, and Ezra G. Spring, 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 set forth.

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

*Lena W. Alterbernd*

Notary Public

My commission expires April 21, 1952



Recorded August 3, 1949 at 10:35 A. M.

*Harold A. Beck* Register of Deeds

The amount secured by this mortgage has been paid in full, and the within mortgage is hereby cancelled, this 14th day of Sept., 1950

This release  
was written  
on the original  
mortgage  
entered  
this 2nd day  
of November  
1950

Harold A. Beck

Reg. of Deeds

Donald J. Beck

Deputy

The Federal Land Bank of Wichita, a corporation

by R. H. Jones, Vice President