

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 conveyance hereunder to the mortgagee of said rents, royalties, bonuses and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the mortgagee'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, 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.

Herbert Hornberger  
Esther Hornberger

STATE OF Kansas

COUNTY OF Douglas

SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 28th day of August, 1950, personally appeared

Herbert Hornberger and Esther Hornberger, his wife,

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

Leona H. Cretschmer  
Notary Public



5th Floor Bank Co.

Recorded August 28, 1950 at 11:15 A. M.

Harold A. Beck Register of Deeds

This release was written on the original mortgage.

Witnessed by  
10/1/50  
10/1/50

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 15th day of July, 1956

[Cap. Seal]

The Federal Land Bank of Wichita, a corporation.  
By R. H. Jones, Vice President