

(4)

may be enforced concurrently therewith. All moneys advanced or expended by Mortgagee as herein provided, including costs of evidence of title to and survey of said property, reasonable attorney's fees, court costs and other expenses incurred in enforcing the provisions hereof, with interest at the same rate as that specified in the latest note secured hereby until repaid, shall become a part of the indebtedness herein secured and shall be payable by Mortgagor to Mortgagee as herein provided, as part of the principal obligation, immediately after such expenditure and without demand, in lawful money of the United States, at the place heretofore specified, or at such other place as Mortgagee may designate.

22. That Mortgagee may foreclose this mortgage by action in a court of competent jurisdiction in accordance with the laws existing at the time of the commencement thereof, and said property may be sold on terms and conditions satisfactory to Mortgagee.

23. That, should this said property be sold under foreclosure: (1) Mortgagee or its agent may bid at such sale and purchase said property as a stranger; (2) Mortgagor will pay all costs, fees and other expenses incurred in connection therewith; and (3) Mortgagor does hereby expressly waive, to the extent permitted by law, the benefits of all homestead, dower, exemption, valuation, appraisement, stay and moratorium laws of the State of Kansas now in force or which may hereafter become laws, and the rights of possession of the mortgaged property during the period of redemption.

24. That application of the proceeds of such sale shall be made in the following order: (1) to the payment of the cost of foreclosure, including expenses of advertising, selling and conveying said property, abstract of title, court costs and other expenses incident and necessary thereto; (2) to the payment of any amounts that shall have been expended by the Mortgagee or that may then be necessary to expend in the payment of insurance premiums, taxes or other expenditures as herein provided, with interest thereon as aforesaid; (3) to the payment in full of the note herein secured, whether the same shall or shall not have fully matured at the time of said sale; (4) to the payment of secondary liens duly approved and allowed by the court; and (5) the balance, if any, shall be delivered to the Mortgagor.

25. That neither said property nor any interest therein shall be assigned, sold, or transferred, voluntarily or otherwise, without the consent of the government.

NO. 52339

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NUMERICAL INDEXState of Kansas, Douglas County  
Filed and Entered in Vol. \_\_\_\_\_  
Page \_\_\_\_\_ at 10:30 clock A.M.

MAY 27 1954

Register of Deeds  
Douglas County, Kansas

Given under our hands and seals this the 16th day of April, 1954.

Route 3, Lawrence, Kansas  
(Mail Address)

Marl Nehrbass (SEAL)  
Marl Nehrbass (Husband)

Route 3, Lawrence, Kansas  
(Mail Address)

Fredia V. Nehrbass (SEAL)  
Fredia V. Nehrbass (Wife)

## ACKNOWLEDGMENT

State of Kansas )  
County of DOUGLAS ) ss:

On this 16th day of April, A. D. 19 54, before me the undersigned, a Notary Public in and for said County and State, personally appeared MARL NEHRBASS and FREDIA V. NEHRBASS (also known as FREDIA V. NEHRBASS), to me personally known and known to me to be the same 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.



Ernest M. May  
Notary Public

\*Refinancing clause to be inserted when mortgage secures a Production and Subsistence loan.

Recorded May 27, 1954 at 10:00 A.M.

Harold A. Beck Register of Deeds