

23. THAT TIME IS OF THE ESSENCE of this mortgage and of the note and other instruments herein referred to, AND SHOULD DEFAULT be made in the payment of any installment due under said note or under any extension or renewal thereof or under any agreement supplementary to either or should Mortgagor fail to keep or perform any covenant, condition or agreement herein contained or referred to, then in any of said events, Mortgagee or the Government is hereby irrevocably authorized and empowered, at their option and without notice and without affecting the lien hereby created or its priority or any right of Mortgagee or the Government hereunder, to inspect and repair said property and to incur any reasonable expense in the maintenance of said property, including the payment of taxes, insurance premiums and any other necessary costs and expenditures for the preservation and protection of this lien, and the Government, upon succeeding to the rights of Mortgagee, is hereby irrevocably authorized and empowered, in like manner, (1) to declare the entire indebtedness herein secured immediately due and payable and to foreclose this mortgage in the manner hereinafter set out or (2) to pursue any remedy for it by law provided: *Provided, however,* That each right, power or remedy herein conferred upon the Government is cumulative to every other right, power, or remedy of Mortgagee or the Government, whether herein set out or conferred by law, and may be enforced concurrently therewith. It is understood and agreed that Mortgagee shall accept the benefits of the mortgage insurance granted by the Government, in lieu of any right of foreclosure which Mortgagee may have against the mortgaged property and any right to a deficiency judgment against Mortgagor on account of the indebtedness secured hereby. All moneys advanced or expended by Mortgagee and the Government as herein provided, including the costs of evidence of title to and survey of said property, reasonable attorneys' fees, court costs and other expenses incurred in enforcing the provisions hereof, with interest at three percent (3%) per annum until repaid, shall become a part of the indebtedness herein secured and shall be payable as part of the principal obligation immediately after such expenditure except as hereinbefore provided and without demand, in lawful money of the United States, at the place designated in the promissory note or at such other place as the Government may designate.

24. That the Government, upon succeeding to the rights of 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 the Government.

25. That should said property be sold under foreclosure: (1) The Government or its agent, or Mortgagee, 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 all present and future valuation and appraisal laws and, as against the indebtedness hereby secured, Mortgagor waives all exemptions which he has or to which he may be entitled under the constitution and laws of the State of Kansas.

26. 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 Mortgagee or the Government 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 of any amount due to the Government as charges for mortgage insurance; (4) 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; (5) to the payment of secondary liens duly approved and allowed by the court; and (6) the balance, if any, shall be delivered to Mortgagor.

27. That if at any time it shall appear to the Government that Mortgagor may be able to obtain a loan from a responsible cooperative or private credit source at a rate of interest not exceeding five percent (5%) per annum and terms for loans for similar periods of time and purposes prevailing in the area in which the loan is to be made, Mortgagor will, upon request of the Government, apply for and accept such loan in sufficient amount to repay Mortgagee and to pay for any stock necessary to be purchased in the cooperative lending agency in connection with the loan.

Given under their hand and seal, this the 17 day of September, 1954

Route 1, Lawrence, Kansas
(Mail Address)

Lyman T. Kirk
Lyman T. Kirk (Husband) [SEAL]

Route 1, Lawrence, Kansas
(Mail Address)

Lee Norah L. Kirk
Lee Norah L. Kirk (Wife) [SEAL]

ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF DOUGLAS

On this 17th day of September, A. D., 1954, before me, the undersigned, a Notary

Public in and for said County and State, personally appeared Lyman T. Kirk and Lee Norah L. Kirk,
husband and wife,

to me personally known and known to me to be the same persons who executed the within and foregoing instrument and

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State of Kansas, Douglas County
Filed and Entered in Vol.
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SEP 17 1954

Register of Deeds
Douglas County, Kansas

REGISTRATION FEE
No. 19499
Indebtedness \$ 13000.00

Notary Public
Made this 17 day of Sept 1954
Harold A. Beck
Notary at Douglas, Kansas

Call
Medred Morris