

21. 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.

22. That should said property be sold under foreclosure: (1) Mortgagee or its agent may bid at such sale and purchase said property as a stranger; (2) Mortgagee will pay all costs, fees and other expenses incurred in connection therewith; and (3) Mortgagee does hereby expressly waive all present and future valuation and appraisal laws and, as against the indebtedness hereby secured, Mortgagee waives all exemptions which he has or to which he may be entitled under the constitution and laws of the State of Kansas.

23. 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 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 Mortgagee.

24. That if at any time it shall appear to Mortgagee that Mortgagee 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, Mortgagee will, upon request of Mortgagee, 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 his hand and seal this the 31st day of January, 1956.

Rt. 2, Overbrook, Kansas
(Mall Address)

Gerald D. Warren (Single) (SEAL)

10-5453-2

(Mall Address)

(Wife) (SEAL)

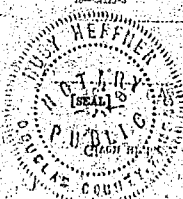
ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF DOUGLAS

On this 31st day of January, A. D. 1956, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GERALD D. WARREN (Single)

to me personally known and known to me to be the same person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.



Ruby Heffner (Notary Public)

My commission expires April 27, 1959

Recorded January 3, 1956 at 11:10 A.M.

Harold R. Beck Register of Deeds