

18. That Mortgagor hereby assigns to Mortgagee any and all rents, profits and other revenue and income of or from said property, and Mortgagor does hereby authorize and empower Mortgagee (1) to take possession of said property at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and to rent the same for the account of Mortgagor and (2) upon commencement of any proceedings, judicial or otherwise, to enforce any right under this mortgage, to have a Receiver for said property appointed by a court of competent jurisdiction, upon application by Mortgagee and production of this mortgage, without other evidence and without notice of hearing of said application; which Receiver shall have, among other things, full power to rent, lease and operate said property and collect all rents, profits and other revenue therefrom during said default and the period of redemption. All rents, profits and other revenue collected as herein provided by either Mortgagee or Receiver shall be applied, after deduction for all costs of collection and administration, upon the mortgage debt in such manner as Mortgagee or the court may direct: *Provided, however, That if Mortgagor be in default in the payment of any other debt to Mortgagee not secured by this mortgage, Mortgagee or Receiver may apply the rents, profits and other revenues hereby collected to the reduction thereof.*

19. That all rights, privileges, benefits, obligations and powers herein conferred on Mortgagee may be exercised on behalf of Mortgagee by the Administrator of the Farmers Home Administration, or by the head of any other agency of the Federal Government that may from time to time be vested with authority over the subject matter of this contract, or his duly authorized representative.

20. 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 amount due under said note or under any extension or renewal thereof or under any agreement supplementary thereto 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 is hereby irrevocably authorized and empowered, at its option and without notice and without affecting the lien hereby created or its priority or any right of Mortgagee hereunder, (1) to declare the entire indebtedness herein secured immediately due and payable and to foreclose this mortgage in the manner hereinafter set out; (2) 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; or (3) to pursue any remedy for it by law provided: *Provided, however, That each right, power or remedy herein conferred upon Mortgagee is cumulative to every other right, power or remedy of Mortgagee, whether herein set out or conferred by law, and may be enforced concurrently therewith.* All moneys advanced or expended by Mortgagee as herein provided, including the costs of evidence of title to and survey of said property, court costs and other expenses incurred in enforcing the provisions hereof, with interest at the rate specified above until repaid, shall become a part of the indebtedness herein secured and shall be payable by Mortgagor to Mortgagee immediately after such expenditure and without demand, in lawful money of the United States, at the place designated in the promissory note or at such other place as Mortgagee may designate.

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) 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.

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 Mortgagor.

24. That if at any time it shall appear to Mortgagee 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 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 their hand, S and seal S, this the 31st day of May, 1956

Lawrence, Kansas  
(Mail Address)

Millard E. Murray (Husband) [SEAL]

Lawrence, Kansas  
(Mail Address)

Leola E. Murray (Wife) [SEAL]