

14. 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 thereto, or should the borrower fail to keep or perform any covenant, condition, or agreement herein contained or referred to, then in any of said events, the Government 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 the Government 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 the Government is cumulative to every other right, power, or remedy of the Government whether herein set out or conferred by law, and may be enforced concurrently therewith.

15. That all moneys advanced or expended by the Government 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 four percent (4%) per annum until repaid, shall become a part of the indebtedness herein secured and shall be payable by the Borrower to the Government 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 the Government may designate.

16. That the Government 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.

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

18. 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 such 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 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 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 Borrower.

THIS MORTGAGE is subject to the regulations of the Farmers Home Administration, now or hereafter in effect, and to the Housing Act of 1949.

Given under his hand and seal, this the ninth day of September, 1958.

(Mail address)

W. M. Kollmorgen (Husband)

[SEAL]

(Mail address)

(Wife)

[SEAL]

ACKNOWLEDGMENT

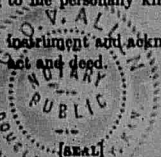
STATE OF KANSAS

County of Douglas

ss:

On this 9th day of September, A. D. 1958, before me the undersigned, a Notary Public, in and for said County and State, personally appeared W. M. Kollmorgen, a single man

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



Geo. V. Allen

Notary Public

My commission expires February 15, 1959

Recorded September 7, 1958 at 1:14 P.M.

W. M. Kollmorgen Register of Deeds