

-6-

21. 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. 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; (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. 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 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.

Given under their hands and seals, this  
the 17th day of July, 1947.

Lawrence, R. 2  
(Mail Address)

Charles O. Eberwein (SEAL)  
(Husband) Charles O. Eberwein

Lawrence, R. 2  
(Mail Address)

Olive Eberwein (SEAL).  
(Wife) Olive Eberwein

STATE OF KANSAS

COUNTY OF Douglas } SS

On this 17 day of July, A. D. 1947, before me the undersigned, a Notary Public in and for said county and state, personally appeared CHARLES O. EBERWEIN and OLIVE EBERWEIN, husband and wife, 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 they executed the same as their free and voluntary act and deed.



M.E. Eudaly  
Notary Public

My commission expires: Feb. 2 - 1951.