

MORTGAGE RECORD 83

equity for the enforcement of this Mortgage or the collection of the indebtedness secured hereby;

(a) The Mortgagee may perform any such defaulted covenants or agreements to such extent as the Mortgagee shall determine, and may enter upon said property, inspect, repair, and maintain the same, and may perform such other acts thereon and may advance all such moneys as the Mortgagee shall deem necessary for any such purpose. All leases, rents, crops, royalties, issues and profits of the said property, after default, are hereby assigned and mortgaged to the Mortgagee as additional security for the indebtedness secured hereby; and the Mortgagee shall have the right to take possession of the said property, and collect the rents, crops, royalties, issues and profits therefrom and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured; and

(b) The Mortgagee may, without notice, declare all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagee; and

(c) The Mortgagee may forthwith bring an action to foreclose this mortgage.

(d) The Mortgagee agrees that upon the commencement of any judicial proceeding to enforce any right under this mortgage, the Court in which such proceeding is brought, at any time thereafter, without notice to the Mortgagor or any party claiming under him (such notice being hereby expressly waived) and without reference to the then value of the mortgaged property, to the use of said property as a homestead, or to the solvency or insolvency of any person liable for any of said indebtedness, or other grounds for extraordinary relief, may appoint a receiver for the benefit of the Mortgagee, to collect the rents, profits and revenues therefrom, and to apply the proceeds thereof as the Court may direct.

6. AND IT IS HEREBY FURTHER COVENANTED AND AGREED BY AND BETWEEN THE MORTGAGOR AND THE MORTGAGEE THAT:

(a) The waiver by the Mortgagee of the performance of any covenant or obligation herein or in said note contained shall not thereafter in any manner affect the right of the Mortgagee to require or enforce performance of the same or of any other of said covenants or obligations. The Mortgagee may release portions of the mortgaged property from the lien hereof, without affecting the personal liability of any person for the payment of the indebtedness secured hereby or the lien of this mortgage upon the remainder of the mortgaged property for the full amount of the indebtedness remaining unpaid.

(b) Any and all moneys received by the Mortgagee during continuance of any default hereunder by the Mortgagor - - - - - may be applied to the payment of any indebtedness secured hereby in such order as the Mortgagee may determine.

(c) Words used in this instrument in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural the singular; the word "Mortgagor" shall be construed as including heirs, successors, administrators, executors, assigns, agents and principals of said Mortgagor; each covenant, agreement and provision contained herein shall apply to, inure to the benefit of, and bind the Mortgagor and the Mortgagee and all encumbrances of any of said property whose liens or claims are junior or inferior to the lien created hereby.

(d) The Mortgagor hereby waives, to the extent permitted by law, the benefits of all homestead, dower, exemption, valuation, appraisement, stay and moratorium laws of the State of Kansas, now in force, or which may hereafter become laws, and the right of possession of the mortgaged property during the period of redemption.

(e) At any sale made hereunder, any of the parties hereto, if permitted by law to do so, may purchase in the same manner as if they were not parties to this agreement.

(f) The invalidity of any one or more of the provisions of this mortgage shall not affect the validity of the remainder of the provisions.

(g) If this mortgage is foreclosed, the Mortgagor shall pay, in addition to the costs and disbursements provided by statute, such sum as the Court may adjudge reasonable attorney's fees, and will pay such reasonable costs of obtaining title evidence and surveys of said property as may necessarily be incurred in connection with such foreclosure.

(h) All rights, privileges, benefits, options and powers conferred herein on the United States of America may be exercised on behalf of the United States of America by the Secretary of Agriculture, acting pursuant to authority vested in him by Executive Order No. 7530, dated December 31, 1936, as amended by Executive Order No. 7557, dated February 19, 1937, or his duly authorized representatives, 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 instrument or his duly authorized representatives.

WITNESS the hand and seal of the Mortgagor the day and year first above written.

Witnesses: (CORP SEAL)

W.M. Clark
L.E. Webb

THE BALDWIN COOPERATIVE CREAMERY ASSOCIATION

By A. D. Van Tries
President.

ATTEST:
C. B. Rutell
Secretary.

STATE OF KANSAS }
COUNTY OF DOUGLAS } SS.

BE IT REMEMBERED, That on this 2nd day of June, 1937, before me, a Notary Public, personally appeared A. D. Van Tries President of The Baldwin Cooperative Creamery Association, a Corporation, who is personally known to me and known to me to be the President of said Corporation, and the same person who executed the foregoing instrument and who duly acknowledged the execution of the same for and on behalf of and as the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My commission expires: May 15/1939

W. M. Clark
Notary Public
Douglas County, Kansas.

Recorded July 2, 1937 at 1:00 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 4539 A

PARTIAL RELEASE

Know all men by these presents, that The First National Bank of Lawrence, Kansas, in the county Douglas, State of Kansas, the mortgagee in the certain mortgage deed hereinafter described, does hereby certify that, the said mortgage deed, which is dated the first day of October, 1936, made and executed by Daisy Leona Harrison and Carl E. Harrison, her husband; Donald R. Harrison and Helen Harrison, his wife; Paul L. Harrison and Lucie Harrison, his wife, as parties of the first part, to the First National Bank of Lawrence, Kansas, as party of the second part, and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 80, at page 321 of the records of said office, is fully paid, satisfied, released and discharged as to so much of the property therein described to wit:

Commencing at a point twenty-eight (28) rods and one-sixth (1/6) feet South of the Northwest corner of the Northeast Quarter (4) of Section Six (6), Township Thirteen (13), Range Twenty (20),