

MORTGAGE RECORD 85

this mortgage, Mortgagee or Receiver may apply the rents, profits and other revenues hereby collected to the reduction of same.

19. All rights, privileges, benefits, obligations and powers herein conferred on the Mortgagee may be exercised on behalf of the Mortgagee by the Secretary of Agriculture, 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 representatives.

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 installment due under said note or under any extension or renewal thereof or under any agreement supplementary thereto, or should Mortgagee 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, or (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 monies 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 thereof, with interest at three per cent (3%) per annum 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 Farm Sec. Adminis., U.S.D.A., 901 No. 17th St., Lincoln, Nebraska or at such other place as Mortgagee may designate.

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 appraisement 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 our hands and seals, this the twenty-third day of May, 1941.

Route 4, Lawrence, Kansas

Ambrose Bigsby

Route 4, Lawrence, Kansas

(Husband)

Esther Bigsby

(Wife)

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss

On this 23 day of May, A.D. 1941, before me the undersigned, a Notary Public in and for said county and state, personally appeared AMBROSE BIGSBY and ESTHER BIGSBY, 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.

Lorene Taylor

(SEAL) My commission expires: April 19-1943.

Notary Public

Recorded May 23, 1941 at 11:40 A.M.

Nard A. Beck Register of Deeds

Receiving No. 11964<

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned THEODORE R. WIGGINS and RUBY WIGGINS, Husband and Wife, of the County of Douglas, State of Kansas, hereinafter called Mortgagor, has become justly indebted to the United States of America, acting by and through the Secretary of Agriculture, pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, hereinafter called Mortgagee, as evidenced by one certain promissory note dated the 8th day of May, 1941, for the principal sum of Eight Thousand Eight Hundred Fifteen and 00/100 Dollars (\$8,815.00), with interest at the rate of three per cent (3%) per annum principal and interest payable and amortized in installments as therein provided; and

WHEREAS, Mortgagor is desirous of securing the prompt payment of said note, and the several installments of principal and interest at maturity, and any extension or renewal thereof, and any agreement supplementary thereto, and any additional indebtedness accruing to Mortgagee on account of any future advances or expenditures made as hereinafter provided, and the performance of each and every covenant and agreement of Mortgagor herein contained;

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, as the same matures or becomes due, and of any extension or renewal thereof, or of any agreement supplementary thereto, and to secure the performance of each and every covenant and agreement of Mortgagor herein contained, Mortgagor does hereby with these presents mortgage and warrant unto Mortgagee the following described real estate situated in the County of Douglas, State of Kansas, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5), Township Twelve (12) South, Range Twenty (20) East of the Sixth Principal Meridian, except right-of-way to the Union Pacific Railroad Company and subject to an oil and gas lease to Robert L. Atchison, dated December 30, 1939, recorded January 29, 1940, in Volume 139, Page 487, and also assignments thereof, and also All the right, title and interest of the Mortgagors in and to the railroad right-of-way referred to above and in and to the above described oil and gas lease, being the same land that was conveyed to the Mortgagors as joint tenants by a certain deed made by The Security Benefit Association, a corporation, dated May 1, 1941, and recorded in Book 142, Page 591.

For Signature of Mortgagee see Sub 144 Page 62