

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 herein 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., 801 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 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 our hands and seals, this the twenty-third day of May, 1941.

Route 1, Lawrence, Kansas

Theodore F. Wiggins
(Husband)
Ruby Wiggins
(Wife)

Route 1, Lawrence, Kansas

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 THEODORE F. WIGGINS and RUBY WIGGINS, 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.

(SEAL) My commission expires: Mar 21-1945.

Roy Flory
Notary Public

Recorded May 23, 1941 at 2:00 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 11969

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to Federal National Mortgage Association without recourse in any event all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Laurel O. Ringler and Mary U. Ringler, his wife to The Lawrence National Bank Lawrence, Kansas, which mortgage is recorded in Book 85 of Mortgages, Page 573, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, We have hereunto set our hands this 23rd day of May 1941

Attest:

Geo W Kühne

Cashier

(CORP. SEAL)

THE LAWRENCE NATIONAL BANK
LAWRENCE, KANSAS
By Geo. D. Walter
Vice-President

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss

BE IT REMEMBERED, That on this 23rd day of May, 1941, before me the undersigned, a Notary Public, in and for the County and State aforesaid, came Geo D. Walter, Vice-President of the Lawrence National Bank, Lawrence, Kansas, a Corporation duly organized, incorporated and existing under and by virtue of the laws of the United States of America, and Geo. W. Kühne, Cashier of said Corporation, who are personally known to me to be such officers and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of such Corporation and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL) My Commission Expires: April 25, 1943

W A Schaal
Notary Public

Recorded May 24, 1941 at 11:15 A.M.

Harold A. Beck

Register of Deeds