

MORTGAGE RECORD 85

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 Service Admin., U.S.D.A., 901 No. 17th St., Lincoln, Nebraska or at such other place as Mortgagee may designate.

21. Mortgagor 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 Mortgagee.

Given under our hands and seals, this the 31st day of May, 1941.

Route 2, Lawrence, Kansas

Earl Johnson
(Husband)
Margaret Johnson
(Wife)

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss

On this 31 day of May, A.D. 1941, before me the undersigned, a Notary Public in and for said county and state, personally appeared EARL JOHNSON and MARGARET JOHNSON, 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.

A. M. Gardner
Notary Public

(SEAL) My commission expires: Aug. 17, 1944.

Recorded May 31, 1941 at 10:10 A.M.

Harold A. Beck, Register of Deeds

Receiving No. 12007.

M O R T G A G E

THIS MORTGAGE, Made this 26th day of May A.D. 1941, by and between L. W. Lee and Fesse Lee, his wife of the County of Douglas and State of Kansas, party of the first part, and THE VICTORY LIFE INSURANCE COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Twenty-Five Hundred and no/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot 3, Block 7, University Place, an Addition to the City of Lawrence, Douglas County, Kansas

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions,

FIRST. That the part of the first part is justly indebted to the party of the second part in the sum of Twenty-Five Hundred and no/100 DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part with interest thereon at the rate of Five per cent per annum, payable according to the terms of said mortgage note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of THE VICTORY LIFE INSURANCE COMPANY, in Topeka, Kansas, and all of said notes bearing ten per cent interest after maturity.

SECOND: That the party of the first part agrees to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$4,300.00 in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insur-

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or encumbrance on the premises here conveyed and may pay any unpaid taxes and assessments levied on the premises here conveyed and may execute any deed or conveyance necessary to insure, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the party of the first part; and any sums so paid shall become a lien upon the above

Reg. No. 2672
Fee Paid \$6.25

The Bureau of Census is interested in the health habits of adults and adolescents in the United States. We are now conducting a study of the health habits of young men in the United States. We are interested in the health habits of young men in the United States. We are interested in the health habits of young men in the United States.