

MORTGAGE RECORD 88

of any obligation herein contained, and to rent the same for the account of Mortgagor and (2) upon commencement of any proceedings, judicial or otherwise, to enforce any right under this mortgage, to have a Receiver for said property appointed by a court of competent jurisdiction, upon application by Mortgagee and production of this mortgage, without other evidence and without notice of hearing of said application; which Receiver shall have, among other things, full power to rent, lease and operate said property and collect all rents, profits and other revenues therefrom during said default and the period of redemption. All rents, profits and other revenues collected as herein provided by either the Mortgagee or the Receiver shall be applied, after deduction for all costs of collection and administration, upon the mortgage debt in such manner as the Mortgagee or the court may direct; Provided, however, that if Mortgagor be in default in the payment of any other debt to Mortgagee not secured by 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 Mortgagor 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 advances 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. Admin., U.S.D.A., 901 North 17th St., Lincoln, Nebr. 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 thirtieth day of August, 1941.

R. 4, Lawrence Kansas (Mail Address)
R. 4, Lawrence, Kansas (Mail Address)

Clarris E. Springer (Husband)
Florence Springer (Wife)

STATE OF KANSAS) ss
COUNTY OF DOUGLAS)

On this 30th day of August, A.D. 1941, before me the undersigned, a Notary Public in and for said county and state, personally appeared CLARRIS E. SPRINGER and FLORENCE SPRINGER, 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.

W A Schaaf
Notary Public

(SEAL) My commission expires: April 25-1943.

Recorded August 30, 1941 at 9:40 A.M.

Harold M. Beck Register of Deeds

Receiving No. 12544

MORTGAGE

Reg. No. 2773
Fee Paid
\$10.00

THIS INDENTURE Made this 29 day of August A.D. Nineteen Hundred and Forty-one by and between W. L. Richards and Ruth N. Richards, his wife in the county of Douglas and state of Kansas, parties of the first part, and C.R. SCOTT MORTGAGE COMPANY, located at Topeka, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of FOUR THOUSAND & NO/100 DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and WARRANT to the said party of the second part and to its legal representatives and assigns forever, all of the following described tract, piece, or parcel of land, lying and situated in the county of Douglas and state of Kansas to-wit:

All that portion of the North part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Eighteen (18), Township Twelve (12), South of Range Eighteen (18) on the North side of California Road (known as Fort to Fort Highway) described as follows: Beginning at the Northwest corner of said quarter section; thence run due East on the line to the Northeast corner of said quarter section; thence South to said road to a stake and stone; thence following said road West till it strikes the West line of said quarter section to a stake and stone; thence North to beginning, containing 60 acres, more or less, all East of the Sixth Principal Meridian.

Also, the Southwest Fractional Quarter (SW fr. $\frac{1}{4}$) of Section Eighteen (18), Township Twelve (12), South of Range Eighteen (18), East of the Sixth Principal Meridian.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in any wise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever:

*See Assignment Book 88 Page 457
See Assignment Book 88 Page 458*