

## MORTGAGE RECORD 88

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 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 Security Administration, U.S.D.A. 900 North 16th 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 seal, this --the--18th day of March, 1942.

Route 2, Lawrence, Kansas  
(Mail Address)

Route 2, Lawrence, Kansas  
(Mail Address)

William N Allison  
(Husband)  
William N. Allison  
Mabel F. Allison  
(Wife)  
Mabel F. Allison

STATE OF KANSAS ) SS  
COUNTY OF DOUGLAS )

On this 18th day of March, A. D. 1942, before me the undersigned, a Notary Public in and for said county and state, personally appeared WILLIAM N. ALLISON and MAEEL F. ALLISON, 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: Aug 17. 1944.

A. M. Gardner  
Notary Public

Recorded March 18, 1942 at 11:00 A. M.

*Harold A. Beck* Register of Deeds

Receiving No. 13524

## MORTGAGE

Reg. No. 2939  
Fee paid \$2.00

This Mortgage, Made this 18th day of March in the year of Our Lord One Thousand Nine Hundred and forty-two by and between Mary Wandler Gordon and Jess F. Gordon, her husband of the County of Jackson and State of Missouri parties of the first part, and The Home State Bank of Kansas City, Kansas party of the second part.

WITNESSETH, That said parties of the first part, for and in consideration of the sum of Seven hundred fifty-seven and 39/100 - - - - Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part and to its successors and assigns forever, all of the following described tract .. piece - and parcel - of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The South One-half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-four (24), Township Twelve (12), South of Range Seventeen (17) East of the Sixth Principal Meridian.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its successors and assigns forever: PROVIDED, ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said Mary Wandler Gordon and Jess F. Gordon, her husband have this day executed and delivered their certain promissory note in writing to the party of the second part, payable at its office in Kansas City, Kansas as follows, to-wit: (Copy of note)

This note is secured by mortgage on  $S\frac{1}{2}$  of  $NW\frac{1}{4}$  of S 24, Twp. 12, So. of Range 17, East of the Sixth Principal Meridian.

\$757.39

Kansas City, Kansas March 18, 1942

FOR VALUE RECEIVED, I we or either of us, promise to pay to the order of THE HOME STATE BANK of Kansas City, Kansas, at its office the sum of Seven hundred fifty-seven and 39/100 - - - - Dollars, \$757.39 in monthly installments payable as follows, to-wit:

Twenty-five and no/100 ---Dollars on the 17th day of April, 1942 and

Twenty-five and no/100 ---Dollars on the 17th day of each succeeding month thereafter until the whole sum named is fully paid, with interest from this date on the unpaid principal balance at the rate of six percent per annum and which interest is included in each installment and to be first deducted therefrom. If default is made in the payment of any installment when due, then all the remaining installments shall at the option of the holder, become due and payable at once and bear interest at eight percent per annum. Privilege is given to pay two or more installments at any monthly payment date.

We the makers, endorsers, assignors and sureties, severally waive presentment for payment, demand, protest and notice of protest for non-payment of this note, either in whole or in part.

(Signed) Mary Wandler Gordon  
(Signed) Jess F. Gordon

*For release on next page*