

## DOUGLAS COUNTY

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 N. 16th 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 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 3rd day of July, 1942

Rte. 2, Baldwin, Kansas

Mail Address

Rte. 2, Baldwin, Kansas

Mail Address

Carl E. Hegemen (SEAL)

(Husband)

Bernice P. Hegemen (SEAL)

(Wife)

STATE OF KANSAS )

COUNTY OF DOUGLAS ) SS.

On this 3 day of July, A. D. 1942, before me the undersigned, a Notary Public in and for said county and state, personally appeared CARL E. HEGEMAN and BERNICE P. HEGEMAN, 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 July 3, 1942 at 10:40 A. M.

*Harold A. Beck* Register of Deeds

Receiving No. 15143

## MORTGAGE

Reg. No. 3042

Fee Paid \$6.75

This Mortgage, made the 27th day of February A. D. 1942, Between BYRON I. HOLMES and NELLIE M. HOLMES, his wife of the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation of the State of New Jersey party of the second part,

Witnesseth: That whereas the said parties of the first part are justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for purchase money in the sum of TWO THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith for TWO THOUSAND SEVEN HUNDRED AND 00/100 Dollars, payable in annual payments, the first payment of SIXTY SEVEN AND 50/100 Dollars being payable on the first day of March 1943, and a like amount being payable annually thereafter, and the final payment, which shall be for the full amount of the balance due on said note, being payable on the first day of March 1952, which sum of TWO THOUSAND SEVEN HUNDRED AND 00/100 Dollars bears interest at the rate in said note set forth, payable annually, on the first day of March of each year.

Said note provided that both principal and interest bear interest after maturity or upon any default in the payment of principal and/or interest at the rate of ten per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its office in Newark, New Jersey, or at such other place as the holder thereof may designate in writing, in lawful money of the United States of America.

Now, therefore, this I denture Witnesseth; That the said parties of the first part in consideration of the premises, and for the purpose of securing the payment of the money of aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being the County of Douglas and State of Kansas, to wit:

The Southeast Quarter of Section Twenty-nine (29) Township Fourteen (14) South of Range Twenty (20) East of the Sixth Principal Meridian, less the following: Commencing at the Northwest corner of said quarter section, thence running east one hundred four (104) rods, thence south twenty-four (24) rods; thence west twenty-eight (28) rods, thence south fifty-six (56) rods, thence west seventy-six (76) rods; thence north eighty (80) rods to beginning, also less railroad right-of-way and public road. Subject, however, to certain oil, gas and mineral rights reserved to the party of the second part herein in its deed of even date to the parties of the first part herein. Being the same premises conveyed to the parties of the first part by the party of the second part by deed of even date herewith. This is a first purchase money mortgage.

And this said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes, and assessments of any type or nature against said premises when they become due; and agree to pay all taxes which may be assessed upon this mortgage, or note or the money secured hereby; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof upon the mortgagee. Upon violation of this understanding or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee or upon the rendering by any court of last resort of a decision that the undertaking by the mortgagor, as

Jaw Release Doc. Bect H 157 Page 57