

DOUGLAS COUNTY

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 thirteenth day of July, 1942.

Route 2, Baldwin, Kansas
(Mail Address)

Loren A. Wade (SEAL)
(Husband)

Route 2, Baldwin, Kansas
(Mail Address)

Martha A. Wade (SEAL)
(Wife)

STATE OF KANSAS } ss.
COUNTY OF DOUGLAS }

On this 13 day of July, A.D. 1942, before me the undersigned, a Notary Public in and for said county and state, personally appeared LOREN A. WADE AND MARTHA A. WADE, 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 July 13, 1942 at 11:20 A.M.

Harold G. Beck Register of Deeds

Receiving No. 15182

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned George M. Hoggatt and Ada Marzelle Hoggatt, husband and wife, of the county of Douglas, State of Kansas, hereinafter called Mortgagor, has become justly indebted to the United States of America, acting by and through the Secretary of Agriculture, pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, hereinafter called Mortgagee, as evidenced by one certain promissory note dated the 30th day of June, 1942, for the principal sum of Nine Thousand Two Hundred Twenty-eight and no/100 - - - - - Dollars (\$9,228.00) with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided; and

WHEREAS, Mortgagor is desirous of securing the prompt payment of said note, and the several installments of principal and interest at maturity, and any extension or renewal thereof, and any agreement supplementary thereto, and any additional indebtedness accruing to Mortgagee on account of any future advances or expenditures made as hereinafter provided, and the performance of each and every covenant and agreement of Mortgagor herein contained;

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, as the same matures or becomes due, and of any extension or renewal thereof, or of any agreement supplementary thereto, and to secure the performance of each and every covenant and agreement of Mortgagor herein contained, Mortgagor does hereby and with these presents mortgage and warrant unto Mortgagee the following described real estate situated in the County of Douglas, State of Kansas, to-wit:

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), and Subdivision No. 24 of vacated Prairie City, lying in the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$), containing 3 $\frac{1}{2}$ acres, more or less, all in SECTION FIVE (5), Township Fifteen (15) South, Range Twenty (20), East of the Sixth Principal Meridian, subject to a pipeline right-of-way granted to Cities Service Gas Company by instrument dated June 27 1929, and recorded in Book 125, Page 120, and Mortgagors do grant, bargain, sell and convey unto Mortgagee all Mortgagors' right, title and interest in and to the pipeline right-of-way referred to above, being the same land that was conveyed to the Mortgagors as joint tenants by a certain deed made by Robert A. Miller, single, and Julia D. Miller, single, dated July 13, 1942, and recorded in Book 145, Page 313.

together with all rents and other revenues or incomes therefrom, and all and singular, the rights, easements, hereditaments, and appurtenances thereunto belonging, or in any wise incident or appertaining, and all improvements and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property".

TO HAVE AND TO HOLD, all and singular, said property before mentioned unto Mortgagee and its assigns forever.

MORTGAGOR, for himself, his heirs, executors, administrators, successors and assigns, does hereby and by these presents covenant and agree:

1. To pay, before the same shall become delinquent, all taxes, assessments, levies, liabilities, obligations and encumbrances of every nature whatsoever which affect said property or the Mortgagee's rights and interests therein under this Mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments.

2. Immediately upon the execution of this mortgage to provide, and thereafter continuously to maintain fire insurance policies and such other insurance policies as Mortgagee may then or from time to time require upon the buildings and improvements now situate or hereafter constructed in or upon said Property. Said fire and other insurance policies shall be deposited with the Mortgagee and shall be with companies, in amounts and on terms and conditions approved by Mortgagee.

3. Personally and continuously to use said property as a farm, and for no other purpose; at all times to maintain said property in proper repair and good condition; to commit or suffer no waste or exhaustion of said property; neither to cut nor remove any timber therefrom, nor to remove, or permit to be removed, gravel, oil, gas, coal or other minerals, except such as may be necessary for ordinary domestic purposes; promptly to

For Affidavit see Book 145, 361

For Substitution see Book 94, page 58