

MORTGAGE RECORD 88

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., 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 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 or 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 twenty sixth day of January, 1944.

R. L., Leocompton, Kansas

Leonard N. Bagby
(Husband)

R. L., Leocompton, Kansas

Ada Bagby
(Wife)

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS

On this 26 day of January, A.D. 1944, before me the undersigned, a Notary Public in and for said County and State, personally appeared LEONARD N. BAGBY and ADA BAGBY, 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: March 21, 1945

Roy Flory
Notary Public

Recorded January 26, 1944 at 12:00 A.M.

W. A. Beck Register of Deeds

Receiving No. 19833

Reg. No. 3645
Fee Paid \$ 2.50

M O R T G A G E

THIS INDENTURE, Made this ___ day of January, in the year of our Lord one thousand nine hundred forty four (1944) between Harry Riley and Ruth Riley his wife in the County of ___ and State of Kansas, of the first part, and Nell Marshall, Mamie Goff, Cora Marshall and Henry P. Riley of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said parties of the second part, their heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The West half of the North East Quarter of Section Two (2) Township Twelve (12) of Range Seventeen (17) containing eighty acres

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do 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 against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of One Thousand DOLLARS, according to the terms of their certain promissory note this day executed by the said Harry Riley and Ruth Riley to the said parties of the second part; said note being given for the sum of One Thousand DOLLARS, dated January 5th 1944 due and payable in five years year from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payment shall be void if such payment be made as in said note and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of ___ Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principle of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance shall be due and payable, or not, at the option of the part of the second part; and it shall be lawful for the parties of the second part, their executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law appraisement hereby waived or not, at the option of the part of the second part, ___ executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said first parties ___ heirs or assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seal, the day and year first above written.

Ruth Riley
Harry Riley

This release was written on the original mortgage entered this 26 day of Jan. 1944
W. A. Beck Reg. of Deeds
Wanda M. Beck Deputy

Jan. 1944
Behind of Harry and Ruth Riley the within named mortgagee, the within are the record and no stolen in full satisfaction of the within mortgage. Nell Marshall Cora Marshall Mamie Goff Henry P. Riley