

MORTGAGE RECORD 88

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 hereof, 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 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 7th day of March, 1944.

R. 4, Lawrence, Kansas
R. 4, Lawrence, Kansas

Joseph M. Clough (Husband)
Thelma M. Clough (Wife)

STATE OF KANSAS)
COUNTY OF DOUGLAS)ss

On this 7th day of March, A.D. 1944, before me the undersigned, a Notary Public in and for said county and state, personally appeared JOSEPH M. CLOUGH and THELMA M. CLOUGH, 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 March 7, 1944 at 11:50 A. M.

Harold A. Beck Register of Deeds.

Receiving No. 20108

MORTGAGE

Reg. No. 3678
Fee Paid \$7.00

THIS INDENTURE, Made this 1st day of March, A.D., 1944, between Lewis A. Beumann and Emma Marie Beumann his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the Laws of the State of New York having its principal office at number 393 Seventh Avenue, New York City, N. Y., party of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of Two Thousand Eight Hundred and No/100 - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do GRANT, BARGAIN, SELL AND CONVEY to the said party of the second part, its legal representatives, successors 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:

West Half of Northwest Quarter of Section Twenty-three (23), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian (subject to Easements of the Kansas Electric Power Company recorded in Book 140 on Page 265, and Cities Service Gas Company recorded in Book 140 on Page 289)

containing 80 acres, more or less, according to the Government Survey thereof, 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, and will WARRANT AND DEFEND the title to the same, and that the same is clear and free from all incumbrances of whatsoever kind.

And the said Lewis A. Beumann and Emma Marie Beumann, his wife, do hereby relinquish all right of homestead and other contingent rights in and to the said premises, and do hereby join in all the clauses, conditions and covenants hereof.

This grant is intended as a mortgage to secure the payment of Two Thousand Eight Hundred and No/100 - - DOLLARS, payable according to the terms of a certain promissory note, this day executed and delivered by the said parties of the first part to the said party of the second part, which said promissory note, both principal and interest, is payable on an amortization plan in 65 equal semi-annual installments of Seventy-seven and No/100 - - Dollars, each, and one installment (the last to mature) all due and payable as follows: Seventy-seven and No/100 - - Dollars on the first day of September, A. D. 1944, and a like sum of Seventy-seven and No/100 - - Dollars semi-annually thereafter on the first day of March and September in each and every year to and including the first day of September, 1976; and the last installment of the remaining unpaid balance of the indebtedness on the first day of March, 1977, by which and when the entire principal sum and interest shall be fully paid, together with interest at the rate of ten per cent per annum on any installment which shall not have been paid when due; and this conveyance shall be void if such payment be made as therein specified, but if default be made in such payment, or any part thereof, or the interest thereon, of the taxes when due, or if the insurance is not kept in force thereon, or if said first parties shall do any act impairing the value of said mortgaged property or shall fail to perform all and singular the agreements herein contained, then this conveyance shall, at the option of the party of the second part, become absolute, and the whole amount secured hereby shall, become immediately due and payable, without notice (anything herein or in said promissory notes to the contrary notwithstanding), and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to proceed by foreclosure or any other lawful mode to collect the amount of said notes; and out of all the moneys arising from the sale under any such proceeding to retain the amount then due for principal and interest, together with the costs, as hereinafter provided, and charges of making such foreclosure sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

And said parties further expressly agree that they will pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the State of Kansas, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns; and will pay all taxes levied directly or indirectly upon this mortgage or the notes secured thereby or the income arising therefrom. Upon violation of this agreement, then and in any such event the debt hereby secured, without any deduction, shall, at the option of the mortgagee, become immediately due and collectible; and the said first parties shall not be entitled to any offsets against the sums hereby secured for taxes or assessments so paid.

And said first parties further agree that they will, at their own expense, until the indebtedness herein recited is fully paid, procure and maintain policies of fire and if required tornado and windstorm insurance on the buildings erected and to be erected upon the above described premises in some responsible company or

This release was written on the original mortgage entered this 22nd day of March 1944 at 11:50 A.M. by the Register of Deeds.

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