

DOUGLAS COUNTY

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., Lincoln, Nebraska, or at such other place as Mortgagee may designate.

20. 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.

21. 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.

22. 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 23rd day of March, 1944.

R. L. Leecompton, Kansas
(Mail address)

Leonard R. Bagby
Husband

R. L. Leecompton, Kansas
(Mail address)

Ada Bagby
Wife

STATE OF KANSAS, COUNTY OF DOUGLAS, ss

On this 25 day of Mar., A. D. 1944, before me the undersigned, a Notary Public in and for said County and State, personally appeared LEONARD R. 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 Aug. 17, 1944

R. M. Gardner
Notary Public

Recorded Mar. 25, 1944 at 11:50 A. M.

Harold A. Beck Register of Deeds

Receiving No. 20259

ASSIGNMENT

(The following is endorsed on the original mortgage Recorded in Book 69 of Mortgages at Page 136)

For Value Received, the undersigned owner of an undivided interest in the within mortgage, does hereby assign and transfer the same to W. M. Clark and C. B. Rutell

Louis Georgii
Executor of the Estate of Noah S. Weimer,
deceased.

STATE OF CALIFORNIA, COUNTY OF Los Angeles ss:

BE IT REMEMBERED, that on this 24th day of September A. D. 1935 before me, the undersigned, a Notary Public in and for said County and State, came Louis Georgii the mortgagee named in the foregoing mortgage to me known to be the same person as Executor of the Estate of Noah S. Weimer, deceased, as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) My Commission Expires August 7th, 1937

Donald P. Nichols
Notary Public

Recorded Mar 29, 1944 at 3:25 P.M.

Harold A. Beck Register of Deeds

Receiving No. 20260

ASSIGNMENT

(The following is attached to the original mortgage Recorded in Book 69 of Mortgages at Page 136)

For Value Received, the undersigned owner of an undivided interest of the within mortgage does hereby assign and transfer the same to W. M. Clark and C. B. Rutell

Christian W. Svendsen, Executor of the Estate
of Louis Georgii, deceased.

STATE OF CALIFORNIA, County of Los Angeles. SS

BE IT REMEMBERED that on this 21st day of October, 1937, before me, the undersigned, a Notary Public in and for said County and State, came CHRISTIAN W. SVENDSEN, the mortgagee named in the foregoing mortgage to me known to be the same person as Executor of the Estate of Louis Georgii, deceased, as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

My commission expires April 27, 1941

Ethyl Baldwin
Notary Public

Recorded Mar 29 1944 at 3:30 P.M.

Harold A. Beck Register of Deeds