

MORTGAGE RECORD 89

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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 apart 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 22nd day of January, 1945.

R. 1. Baldwin, Kansas

Oscar L. Turner
Husband
Frances Turner
Wife

R: 1. Baldwin, Kansas

STATE OF KANSAS }
COUNTY OF DOUGLAS } ss

On this 22 day of January A. D. 1945, before me the undersigned, a Register of Deeds in and for said county and state, personally appeared OSCAR L. TURNER and FRANCES TURNER, 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.

Harold A. Beck
Register of Deeds

(OFFICIAL SEAL)

Recorded January 22, 1945 at 11:30 A. M.

Harold A. Beck Register of Deeds

Receiving No. 22507

ASSIGNMENT

(The following is endorsed on the original mortgage recorded Book 79 Page 585)

For and in consideration of Four Thousand (\$4000.00) DOLLARS, to me in hand paid, the receipt of which is hereby acknowledged, I. M. A. Gorrill the mortgagee within named, do hereby assign and transfer to Nettie B. Cook or her assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the said Nettie B. Cook all my right, title and interest to the lands and tenements in said mortgage mentioned and described.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Lawrence in the County of Douglas and State of Kansas this 8th day of August A. D. 1936.

M. A. Gorrill

STATE OF KANSAS }
Douglas County } ss.

BE IT REMEMBERED, That on this 8 day of August A. D. 1936 before me LaVeta Madden a Notary Public in and for said County and State, came M. A. Gorrill to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

LaVeta Madden
Notary Public

(SEAL) My Commission Expires Oct 2 1937

Recorded January 22, 1945 at 3:10 P. M.

Harold A. Beck Register of Deeds

Receiving No. 22508

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Maude G. Winter and Paul B. Winter dated the 1st day of November A. D. 1944, which is recorded in Book 79 of Mortgage, page 585, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 5th day of December A. D. 1944.

Nettie B. Cook

STATE OF KANSAS }
Douglas County } ss.

BE IT REMEMBERED, That on this 5th day of December A. D. 1944 before me, F. C. Whipple a Notary Public in and for said County and State, came Nettie B. Cook to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

F. C. Whipple
Notary Public

(SEAL) My Commission Expires Jan. 27, 1947

Recorded January 22, 1945 at 3:15 P. M.

Harold A. Beck Register of Deeds