

20. THAT TIME IS OF THE ESSENCE of this mortgage and of the note and other instruments herein referred to, AND SHOULD DEFAULT be made in the payment of any installment due under said note or under any extension or renewal thereof or under any agreement supplementary thereto, or should Mortgagor fail to keep or perform any covenant, condition or agreement herein contained or referred to, then in any of said events, Mortgagee is hereby irrevocably authorized and empowered, at its option and without notice and without affecting the lien 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, (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 moneys 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 four percent (4%) 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 Lawrence, Kansas, or at such other place as Mortgagee may designate.

21. That 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. That 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; and (3) Mortgagor does hereby expressly waive all present and future valuation and appraisal laws and, as against the indebtedness hereby secured, Mortgagee waives all exemptions which he has or to which he may be entitled under the constitution and laws of the State of Kansas.

23. That 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 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 Mortgagor.

16-54235-1

24. That if at any time it shall appear to Mortgagee that Mortgagor may be able to obtain a loan from a responsible cooperative or private credit source at a rate of interest not exceeding five percent (5%) per annum, and terms for loans for similar periods of time and purposes prevailing in the area in which the loan is to be made, Mortgagor will, upon request of Mortgagee, apply for and accept such loan in sufficient amount to repay Mortgagee and to pay for any stock necessary to be purchased in the cooperative lending agency in connection with the loan.

Given under one hand and seal, this 10th day of November, 1948

Rt. 2, Richland, Kansas

(Mail address)

Charles H. Hagen, Sr. [SEAL]
Charles H. Hagen, Sr. (Husband)

Rt. 2, Richland, Kansas

(Mail address)

Esther E. Hagen [SEAL]
Esther E. Hagen (Wife)

ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF DOUGLAS

On this 5th day of Nov.

A. D. 1948, before me the undersigned, a Notary Public,

CHARLES H. HAGEN, SR. and ESTHER E.

in and for said County and State, personally appeared HAGEN, husband and wife to me

personally known and known to me to be the same persons who executed the within and foregoing instrument and acknowl-

edged to me that they executed the same as their free and voluntary act and deed.



My commission expires:

Ray Tracy Notary Public.

This record was written on the original mortgage
No. 92
December 29

Janice Beem
Reg. of Deeds
By Charles H. Hagen

Recorded November 5, 1948 at 3:05 P.M.

SATISFACTION

The DEBT SECURED BY THIS MORTGAGE HAS BEEN PAID IN FULL, AND THE REGISTER OF DEEDS IS AUTHORIZED TO RELEASE IT OF RECORD.

Wilbur L. Wright, County Supervisor
Farmers Home Administration
Lawrence, Kansas

December 3, 1969