

24. That the Government, upon succeeding to the rights of the 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 the Government.

25. That, should this said property be sold under foreclosure: (1) the Government or its agent or the Mortgagee may bid at such sale and purchase said property as a stranger; (2) Mortgagee will pay all costs, fees and other expenses incurred in connection therewith; and (3) Mortgagee 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.

26. That the 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 said 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 the Government 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 of any amount due to the Government as charges for mortgage insurance; (4) 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; (5) to the payment of secondary liens duly approved and allowed by the court; and (6) the balance, if any, shall be delivered to the Mortgagee.

27. That if at any time it shall appear to the Government that Mortgagee may be able to obtain a loan from a responsible cooperative or private credit source at a rate of interest not exceeding five (5) percent 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, Mortgagee will, upon request of the Government, apply for and accept such loan in sufficient amount to repay the Mortgagee and to pay for any stock necessary to be purchased in the cooperative lending agency in connection with the loan.

Given under our hand and seal this 28th day of October, 1949

Overbrook, Kansas  
(Mail address)

George W. Christian [SEAL]  
George W. Christian (husband)

Overbrook, Kansas  
(Mail address)

Evelyn Christian [SEAL]  
Evelyn Christian (wife)

STATE OF KANSAS

COUNTY OF DOUGLAS

On this 28th day of October, A. D. 1949, before me the undersigned, a Notary

Public in and for said county and State, personally appeared GEORGE W. CHRISTIAN and EVELYN CHRISTIAN

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.



Emma Berg  
Notary Public

Recorded October 28, 1949 at 11:20 A. M.

Nancy Berg Register of Deeds.