

(4)

may be enforced concurrently therewith. All moneys advanced or expended by Mortgagee as herein provided, including costs of evidence of title to and survey of said property, reasonable attorney's fees, court costs and other expenses incurred in enforcing the provisions hereof, with interest at three percent (3%) per annum until repaid, shall become a part of the indebtedness herein secured and shall be payable by Mortgagor to Mortgagee as herein provided, as part of the principal obligation, immediately after such expenditure and without demand, in lawful money of the United States, at the place heretofore specified, 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, to the extent permitted by law, the benefits of all homestead, dower, exemption, valuation, appraisal, stay and moratorium laws of the State of Kansas now in force or which may hereafter become laws, and the rights of possession of the mortgaged property during the period of redemption.

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 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 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 hand and seal this the 14<sup>th</sup> day of December, 1951

Route 2, Lawrence, Kansas  
(Mail Address)

J. H. Saunders (SEAL)  
(Husband)  
Yvonne Saunders (SEAL)  
(Wife)

Route 2, Lawrence, Kansas  
(Mail Address)

## ACKNOWLEDGMENT

State of Kansas

County of DOUGLAS

On this 14 day of December, A. D. 1951, before me the

undersigned, a Notary Public in and for said County and State, personally appeared

J. H. SAUNDERS and YVONNE SAUNDERS, husband and wife, to me personally known and

known to me to be the same person(s) who executed the within and foregoing instrument and acknowledged to me

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



Ernest K. Kloy  
Notary Public

Recorded December 11, 1951 at 4:40 P. M.

For Satisfaction see Book 109 Page 437

Harold A. Beck Register of Deeds

NO. 55209  
INDEXED  
SERIALIZED