

Reg. No. 17,658
Fee Paid \$6.25

MORTGAGE

16-2-T. W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 23-2 79646 BOOK 130

day of February

A. D. 19 62

between Glenn E. Turner and Rena Z. Turner, his wife,
of Douglas County, in the State of Kansas, of the first part
and S. C. Swezey
of Franklin County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Two thousand five hundred ----- and no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in Douglas County, and State of Kansas to wit:

Tract C in Southwest one-half (SW $\frac{1}{2}$) of Section 14, Township 14, Range 18, Lot 23, 96 NW 35 Coll. 713, being a cabin on Lone Star Lake in Douglas County, Kansas;

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except none and that they will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of two thousand and no/100 DOLLARS in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Glenn E. Turner and Rena Z. Turner, his wife, have this day executed and delivered their certain promissory note in writing to said party of the second part, of which the following is a copy:

FIRST MORTGAGE NOTE

\$2,500.00

Ottawa, Kansas, February 23, 1962

One year after date, for value received we promise to pay to the order of S. C. SWEZEY, two thousand five hundred and no/100 (\$2,500.00) Dollars at Ottawa, Kansas, with interest from date at 8 1/2 per cent per annum until paid.

The makers and endorsers hereof severally waive presentment, demand, protest and notice of protest and non-payment in case this note is not paid at maturity.

This note is secured by a first mortgage on even date herewith on real estate located in Douglas County, Kansas.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insurance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand, the day and year first above written.

Glenn E. Turner
Rena Z. Turner

Glenn E. Turner
Rena Z. Turner

ATT. REV. 9-24 21123 2M

For Assignment see Book 137 Page 351