

In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Sept. 15, 1923.

(L.S.)

Lorene M. McNeill,  
Notary Public.

Recorded Dec. 21, 1921, .  
At 4:40 o'clock P.M.

*Edwin Norchup*  
Register of Deeds,  
Topeka, Kansas  
Deputy.

# MORTGAGE.

This indenture, Made this 21st day of December A.D. 1921, by and between H. F. Swallow, a single man of the County of Douglas and State of Kansas, party of the first part, and The Pioneer Mortgage Company, a corporation organized under the laws of Kansas, of Topeka State of Kansas, party of the second part;

Witnesseth, that the said party of the first part, in consideration of the sum of Fifteen Hundred and no/100 Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

Lots One (1) and Two (2) in Section Five (5) Township Twelve (12) Range Nineteen (19)

East of the Sixth Principal Meridian and containing Forty Eight (48) acres, more or less

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof, he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and that presents are upon the following agreements, covenants and conditions, to wit:

First. That the party of the first part is justly indebted to the party of the second part in the sum of Fifteen Hundred and no/100 Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part from December 21st, 1921, with interest thereon at the rate of seven per cent. per annum, payable on the first day of January and ... in each year, according to the terms of interest notes thereunto attaches; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of The Pioneer Mortgage Company, in Topeka, Kansas, and all of said notes bearing ten per cent. interest after maturity.

Second. That the party of the first part agrees to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$.... in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said party of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

Third. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the party of the first part; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent. in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect.

Fifth. That the party of the first part hereby agrees to pay all taxes and assessments general or special, which may be assessed upon said land, premises or property or upon the interest of the party of the second part therein, and not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, or any interest therein to be sold for taxes.

Sixth. That the parties hereto further agree that all the covenants and agreements of the party of the first part herein contained shall extend to and bind his heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh. That if such payments be made as herein specified this conveyance shall be void, but if any note herein described, whether for principal or interest, or any part of the indebtedness secured by this mortgage, or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, or if at any time any law, either federal or state, should be passed imposing or authorizing the imposition of

for Release see Book 83 Page 64