

## MORTGAGE RECORD 76

Reg. No. 1308

Fee Paid, \$ 3.25

FROM

H. D. Swadley and wife

TO

The First Savings Bank of Lawrence

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17 day of April A. D. 1931, at 3:30 o'clock P. M.

By *Emil E. Amending*

Register of Deeds.

Deputy.

THIS INDENTURE, Made this Seventeenth day of April, in the year of our Lord, one thousand nine hundred and thirty-one, between H. D. Swadley and Louise Swadley, his wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and The First Savings Bank of Lawrence Lawrence, Kansas part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirteen Hundred and no/100 (\$1300.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots Numbered Four (4) and Five (5) being a part of the Sixty-one and five-tenths (61.5) acres consisting of Fifteen (15) tracts numbered from One (1) to Fifteen (15) all in the East Half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Seven (7) Township Thirteen (13) Range Twenty (20) and known as the "Learnard Suburban Acres Division".

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part ies of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said part ies of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Thirteen Hundred and no/100

DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 17th day of April 1931 and by the terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the mortgage is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in and written upon this indenture for the security of which this mortgage is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part Y of the second part

to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to return the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the balance, if any there be, shall be paid by the part Y making such sale, on demand, to the first part ies.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and bind to and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part ies of the first part have hereunto set their hand and seal on the day and year last above written.

H. D. Swadley

(SEAL)

Louise Swadley

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 17th day of April A. D. 1931, before me, a

Notary Public in the aforesaid County and State, came

H. D. Swadley and Louise Swadley, his wife

to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

Legal Seal

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 on the 27th day of January 1935

F. C. Whipple

Notary Public.

## RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 21st day of February, 1932.

(Corp. Seal)

The First National Bank of Lawrence, Kansas

Mortgage Owner.

By George O. King, President

for Ex. duty see  
made 7/18/87

for duty see Book 83 Page 26  
J. W. G. M. G. see Book 83 page 26

This Release  
was written  
on the original  
Mortgage.  
Entered  
this 21st day  
of February  
1932  
Haskell  
Reg. of Deeds.