MORTGAGE RECORD 76

Reg. No. _1765_
Fee Paid, $ _3.75_

FROM

Vern Swallow and wife

TO

The First Savings Bank of Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the _19_ day of _March_ A. D. 19_32_, at _9:05_ o'clock _A._ M.

Elué E. Armstrong
Register of Deeds

By _____ Deputy.

THIS INDENTURE, Made this _fifteenth_ day of _March_, in the year of our Lord, one thousand nine hundred and _thirty-two_, between _Vern Swallow and Esther Swallow, his wife,_

of _Lawrence_ in the County of _Douglas_ and State of _Kansas_, part_ies_ of the first part, and _The First Savings Bank of Lawrence, Lawrence, Kansas,_ part_y_ of the second part.

WITNESSETH, That the said part_ies_ of the first part, in consideration of the sum of _Fifteen Hundred and no/100 ($1500.00)- - - - - - - -_ DOLLARS, to _them_ duly paid, the receipt of which is hereby acknowledged, ha_ve_ 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:

The Northwest Quarter (NW¼) of Section Thirty-five (35), Township Twelve (12), Range Eighteen (18), and Beginning at the Southeast corner of the Northeast Quarter (NE¼) of Section Thirty-four (34), Township Twelve (12), Range Eighteen (18); thence West Twenty-three and 33/100 (23.33) chains; thence North Seventeen and 15/100 (17.15) chains; thence East Twenty-three and 33/100 (23.33) chains to the East line of said Quarter section; thence South Seventeen and 15/100 (17.15) chains to the beginning.

with the appurtenances and all the estate, title and interest of the said part_ies_ 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_s_ 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 will warrant and defend the same against all parties making lawful claim thereto.

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 becomes 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 _Fifteen 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 _15th_ day of _March_ 19_32_ and by _its_ 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 part_ies_ of the first part 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 insurance 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 said written obligation, for the security of which this indenture 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 retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part_y_ of the second part, 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 inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

IN WITNESS WHEREOF, The part_ies_ of the first part ha_ve_ hereunto set _their_ hand_s_ and seal_s_ the day and year last above written.

Vern Swallow (SEAL)

Esther Swallow (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF _KANSAS_ } ss.
COUNTY OF _DOUGLAS_

BE IT REMEMBERED, That on this _17th_ day of _March_ A. D. 19_32_, before me, a Notary Public in the aforesaid County and State, came _Vern Swallow and Esther Swallow, his wife,_ to me personally known to be the same person_s_ 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_ 19_35_.

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 _15th_ day of _September_ 19_34_.

The First Savings Bank
Lawrence, Kansas
By F.C. Whipple
Cashier

Mortgagee.   Owner.

This Release was written on the original Mortgage entered this _1st_ day of _Sept_ 19_34_

Elué E. Armstrong
Reg. of Deeds

Gwendola de Sermon
Deputy

Corp. Seal