

## MORTGAGE RECORD No. 79

"Privilege is given to make additional payments on account of the principal sum of this note on the first day of any month. Such payments shall be in multiples of the monthly principal installment herein provided for. Such principal payments, including the obligatory monthly principal payments called for by the terms of this note, shall not exceed 1/6 of the original principal sum of this note during any one year period, beginning at an anniversary of this note."

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

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

Donald M. Swarthout  
Emma B. Swarthout

STATE OF KANSAS, )  
County of Douglas )ss:

Be it remembered, that on this 1st day of August A. D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, Donald M. Swarthout and Emma B. Swarthout, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL) Term expires October 3rd, 1936.

Arthur S. Peck  
Notary Public Douglas County, Kansas.

Recorded Aug. 1, 1936 at 11:00 A.M.

*Harold A. Beck* Register of Deeds

Reg. No. 733 \*  
Fee Paid \$8.75

Receiving No. 2784

### AGREEMENT

**PARTIES:** Thomas H. Kennedy and Emma J. Kennedy, his wife, Owners, and W. H. Sinks and Mammie M. Sinks, his wife, purchasers.

**LAND INVOLVED:** The Northeast Quarter of Section 25, Township 13, Range 19, in Douglas County, Kansas, containing 160 acres more or less.

The owners hereby agree to sell to the purchasers and the purchasers hereby agree to purchase from the owners the above described real estate at and for a total consideration of the sum of \$4,000.00, together with interest on all unpaid parts thereof at the rate of 5 per cent per annum payable semi-annually.

The purchasers agree to pay to the owners, on the execution of this contract, the sum of \$500.00 in cash, and the owners do now receipt said purchasers for said sum.

The purchasers hereby agree to pay the \$3,500.00 balance of the principal due on the purchase price of said real estate in payments of at least \$100.00 on each anniversary date hereof, paying, however, additional sums in multiples of \$100.00 on such dates, as they may desire.

The purchasers agree to pay the entire balance of the purchase price of the above described real estate not later than ten years from the date hereof.

The owners now have insurance on the improvements on the above described real estate for a term commencing the 28th day of April, 1935 and ending the 28th day of April, 1938, for which insurance, they have paid a premium of \$35.30. The purchasers do now agree to reimburse the owners for such part of said premium as the unexpired balance of said insurance shall bear to the entire three-year period, such payment to be made on the execution of this contract.

The purchasers agree that, during the life of this contract, they will maintain insurance on all of the improvements on the above described real estate to the reasonable and insurable value thereof against loss by fire or windstorm, the losses, if any, payable to the owners named herein to the extent of any unpaid part of the principal then due to them.

The purchasers agree to maintain the improvements on said real estate --buildings and fences-- in a reasonable state of repair during the entire period of this contract.

The purchasers agree to farm the land described in a good and husbandlike manner to the extent that said land will improve in productivity over its present condition and will maintain said land in a good state of cultivation and fertility during the life of this contract.

The purchasers agree to pay all taxes and assessments which may be legally levied on the above described real estate, commencing with the taxes for the year 1936, promptly as the same may become due and payable.

The owners hereby agree to deliver the possession of the above described real estate to the purchasers on the 1 day of Aug 1936.

The owners hereby warrant that they have a merchantable title to the above described real estate free and clear of all incumbrances and do now agree to produce at once an abstract of title down to date, showing a merchantable title in them, and

Do further agree that they will immediately execute a warranty deed conveying the real estate to the purchasers and warrant the title to be free and clear of all incumbrances at this time.

It is mutually agreed that one copy of this contract, together with abstract of title above mentioned, insurance policy, and deed, shall be placed in escrow with The First National Bank of the City of Lawrence, in Douglas County, Kansas, at which place all payments due hereunder shall be made, said Bank to deliver said deed and abstract to the purchasers on their complying with the provisions of this contract; provided, however, in case of default in this contract, said abstract, deed and insurance policy shall be returned to the owners.

It is expressly agreed that time is of the essence of this contract in the making of all payments which may become due hereunder and in the performance of all of the other obligations contained herein and, should said purchaser fail to make any of said payments promptly as they become due, or fail to pay