Receiving No. 2357~ **MORTGAGE RECORD 80**   Reg. No. 612
Fee Paid, $7.50

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
	This instrument was filed for record on the ___20___ day of
TO	May A. D. 19 36, at 3:15 o'clock P. M.
	Harold A. Bark
	Register of Deeds
	By _____ Deputy.

THIS INDENTURE, Made this ___first___ day of ___May___, in the year of our Lord, one thousand nine hundred and ___thirty-six___ between ___Solon T. Emery and Gladys B. Emery, his wife, and Marguerite Emery Swartz and Charles C. Swartz, her husband,___

of _____ in the County of _____ and State of _____ part **ies** of the first part, and ___THE FIRST SAVINGS BANK OF LAWRENCE, KANSAS,___ part **y** of the second part.

WITNESSETH, That the said part **ies** of the first part, in consideration of the sum of ___Three Thousand and no/100 ($3000.00) ---------___ 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:

The Northwest Quarter(NW¼) of Section Thirty (30), less the South 67.783 acres thereof; The Northeast Quarter (NE¼) of Section Thirty (30), less the South 82.53 acres thereof, also less 10 acres lying North of Wakarusa Creek, also less 1.92 acres thereof described as follows: Beginning at a point on the East line of said Section 30, 1361.75 feet North of the Southeast corner of the Northeast Quarter of said Section, thence North 580.25 feet to the center of the Wakarusa River, thence West 144 feet, thence South 580.25 feet, thence East 144 feet to the point of beginning; all in Township Thirteen (13), Range Eighteen (18).

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STATE OF CONNECTICUT)
FAIRFIELD COUNTY,   ) SS.

BE IT REMEMBERED, That on this 16 day of May, 1936, before me, a Notary Public in and for said County and State, came Charles C. Swartz, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL) My commission expires Feb 1 1937   Alfred Goldschmidt
Notary Public

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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 ___Three Thousand and no/100 - - - - - - - - - - - - - - - -___ DOLLARS, according to the terms of ___one___ certain written obligation for the payment of said sum of money, executed on the ___first___ day of ___May___ 19 36 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 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 insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in 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 thereof,

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** 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 inure 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 ha **ve** hereunto set ___their___ hand **and** seal **s** the day and year last above written.

Solon T. Emery	(SEAL)
Gladys B. Emery	(SEAL)
Marguerite Emery Swartz	(SEAL)
Charles C. Swartz	(SEAL)

STATE OF ___KANSAS___
COUNTY OF ___DOUGLAS___ }ss.

BE IT REMEMBERED, That on this ___20th___ day of ___May___ A. D. 19 36, before me, a ___Notary Public___ in the aforesaid County and State, came ___Solon T. Emery and Gladys B. Emery, his wife, and Marguerite Emery Swartz,___ to me personally known to be the same person **s** who executed the foregoing instrument and duly acknowledged the execution of the same.

(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___ ___1939___.

___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 ___31st___ day of ___May___ ___1940___.

The First National Bank of Lawrence Kansas
Mortgagee Owner
By George Docking Vice President

(Corp. Seal)

This Release was written on the original Mortgage, entered this 31st day of May 19 41

Harold A. Bark
Reg. of Deeds

For Assig. of Mtg. See Record 79 Page 638