

34467 BOOK-93

(No. 52K)

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**MORTGAGE**

This Indenture, made this 10 day of February, 1917, in the year of our Lord, one thousand nine hundred and sixteen, between Marion T. Swarley and Louise Swarley, his wife

of Buena Vista in the County of Charles and State of Indiana  
part 125 of the first part, and New Valley State Bank, Buena Vista, Indiana.

part Y of the second part.

Witnesseth, that the said part, 100 of the first part in consideration of the sum of The thousand and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Lots No. one (1), and Two (2), in Block One Hundred Seventy (17) in the City of Sudora, Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said part 3rd of the first part therein.

And the said part <sup>22</sup> of the first part do hereby covenant and agree that at the delivery hereof, \_\_\_\_\_ 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 they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ of the second part, the loss, if any, made payable to the part \_\_\_\_\_ of the second part, to the extent of the interest.

And in the event that said part \_\_\_\_\_ of the first part shall fail to pay such taxes and assessments, and to keep such insurance, as herein provided, then the part \_\_\_\_\_ 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 TWO THOUSAND AND NO/100 DOLLARS.

According to the terms of 2026 certain, written obligation for the payment of said sum of money, executed on the 15 day of January 19 18 and by its terms made payable to the part 1 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 1 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 1 of the second part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments 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 herein provided, then the said mortgage shall be deemed to be in full force and effect, and the said principal and interest shall be immediately 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 party of the first part, or his heirs, assigns, or assigns in law, 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 moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and expenses incident thereto, and to overplus, if any there be, by the party of the first part, or his heirs, assigns, or assigns in law, to be paid to the first part.

It is agreed by the parties hereto that the terms and provision of this indenture and such and every obligation therein contained, and all benefits accruing therefrom, shall be binding on, and be obligatory upon the heirs, executors, administrators, and personal representatives of the parties hereto, and their respective parties hereto.

In Witness Whereof, the part 103 of the first part ha ve hereunto set their hand 3 and seal 3 the day and year last above written.

the first part ha ve hereunto set their hand and  
Marion W. Eversley (SEAL)  
Louise Eversley (SEAL)

STATE OF Kansas

COUNTY OF Douglas

Be It Remembered, That on this 22nd day of January A. D. 19 18  
before me, a Notary Public in the aforesaid County and State,  
came Marion W. Eyerley and Louis Eyerley

to me personally known to be the same person 2 who executed the foregoing instrument and duly acknowledged the execution of the same.

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 12th day of August

19 51

**Notary Public**

James A. Beck Register of Deeds

Reference.  
I did the undesignated envelope the within mortgages, do hereby acknowledge the full payment of the debt secured thereby, and discharge the obligor & heirs to enter the discharge of this mortgage & record. Dated this 30 day of September 1852.  
Jas. H. Smith, Jt. Clerk, Indiana, Kansas  
W. J. & Thomas Green, Jt. Sec. Mortgage Bureau.

(Cont. Last)

This release  
was written  
on the original  
master tape.

10 52  
David A. Beck  
Barbara L. Beck

2. the  
the  
the  
date  
(Cm)