

## MORTGAGE RECORD

H. T. Foley, Black Book Manufacturer, Lawrence, Kan.

This Indenture, Made this 7<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and eighty nine between A. J. Swope a single man of Willow Springs in the County of Douglas and State of Kansas of the first part, and Edward Piffert of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The South East quarter (1/4) of the North East quarter (1/4) of Section Twenty Nine (29) in Township Fourteen (14) of Range nineteen (19) and containing forty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said A. J. Swope do hereby covenant and agree that at the delivery hereof he is 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 except a former mortgage of one thousand dollars to one Frank Rheebarger

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars

according to the terms of two certain promissory notes this day executed and delivered by the said A. J. Swope to the said party of the second part: One hundred dollars payable five years from date and five hundred dollars payable five years from date both drawing eight per cent interest per annum

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted for any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said A. J. Swope heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

A. J. Swope (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 7<sup>th</sup> day of November, A. D. 1889, before me, James Brooke, a Notary Public in and for said County and State, came A. J. Swope who declares himself an unmarried man (widower) 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 on the day and year last above written.

My commission expires Sept 6 1893.

Recorded November 7<sup>th</sup> A. D. 1889, at 11<sup>15</sup> o'clock A.M.

Notary Public.

James Brooke  
Notary Public.