

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 1<sup>st</sup> day of March in the year of our Lord one thousand eight hundred and ninety four between John A. Swain and Jennie Swain, his wife of Douglas the County of Douglas and State of Kansas of the first part, and Jessie McCreath of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight Hundred and Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have 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 West quarter of the North West quarter of Section No Twenty-three (23), in Township No Twelve (12) South, of Range No Nineteen (19) East of the 6th P. M., containing forty acres of land more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and they will warrant and defend the same in the quiet and peaceable possession of second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred and Fifty Dollars, being part purchase money of above described premises according to the terms of One certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date, with interest from date to maturity or default, as evidenced by coupons attached to said note, and interest after maturity or default at the rate of ten per cent per annum, until fully paid 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, or 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 parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

John A. Swain (SEAL.)  
Jennie Swain (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 5th day of March, A. D. 1894, before me L. A. Wright, a Notary Public in and for said County and State, came John A. Swain and Jennie Swain, his wife, to me personally known to be the same persons 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 April 21, 1896

Recorded March 6th A. D. 1894, at 4<sup>15</sup> o'clock P. M.

L. A. Wright Notary Public.  
James Brooks Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 17th day of February 1894

Attest  
H. C. Gisher  
Deputy Register of Deeds  
Feb. 17, 1894