

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON, CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 17 day of December A.D. 1909, in the year of our Lord, between Thomas W. McAtte and Margaret F. McAtte of Douglas in the County of Douglas and State of Kansas, of the first part, and B. C. Swadle of Douglas of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Five Hundred and Fifty Dollars, to be duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage the following described land to wit: to the said part 2 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:

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred and Fifty Dollars according to the terms of the certain deed this day executed by the said part 1 and delivered by the said part 2 to the said part 2 of the second part

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 part 2 of the second part the executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part 2 making such sale, on demand, to said part 1 heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

[SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

} ss.

BE IT REMEMBERED, That on this 17 day of December A. D. 1909, before me B. C. Swadle a Notary Public in and for said County and State, came

Thomas W. McAtte and Margaret F. McAtte 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires

1

Notary Public.

Filed for Record the 17 day of December A. D. 1909, at 5 o'clock P. M.

Register of Deeds.

Deputy.