

MORTGAGE STANDARD FORM. JOURNAL CO., PUBLISHERS, CHICAGO, ILL. PRINTED BY THE JOURNAL CO., CHICAGO, ILL.

This Indenture, Made this 18<sup>th</sup> day of July in the year of our Lord, 1906  
hundred and six between Samuel Sweager and Maude Sweager his wife  
Douglas and State of Kansas, of the first part, and Everald Baldum of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Two Hundred and Fifty (\$250.00) 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 part 2d 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:

An undivided one third (1/3) of the South half  
(1/2) of the South west quarter (1/4) of Section  
Five (5) Township Twelve (12) Range Thirteen  
(19)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
Samuel Sweager & Maude Sweager do hereby covenant and agree that  
 at the delivery hereof they are 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

\$250.00

according to the terms of one certain note this day executed  
 and delivered by the said Samuel Sweager & Maude Sweager to the said part 2d 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 2d 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; 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 surplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said Samuel Sweager & Maude Sweager their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Sam Sweager [SEAL.]  
Maude Sweager [SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 18 day of July A. D. 1906, before me

J. C. Mitchell Probate Judge a Notary Public in and for said County and State, came  
Samuel Sweager and Maude Sweager

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

J. C. Mitchell  
 Notary Public.

Filed for Record the 18 day of July A. D. 1906, at 7<sup>00</sup> o'clock A. M.

W. A. Armstrong Register of Deeds.  
By Elsie D. Armstrong Deputy.

Notary Public in and for the State of Kansas, my commission expires on the 1st day of January, A. D. 1907.  
Grace E. Baldum  
Notary Public

Feb 8 1918  
Estelle Baldum  
Notary Public