

## MORTGAGE RECORD No. 43.

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This Indenture, Made this 2<sup>nd</sup> day of March in the year of our Lord, thirteen hundred and eight (1908), between Willard D. Swin & Lavina Swin his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Norman W. Adams of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Five Thousand Five Hundred & 10/100 (\$5500.00) 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 2<sup>d</sup> 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 (4) of Section

Two (2), Township Thirteen (13) Range Thirteen (13) East of 6<sup>th</sup> P. M.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Willard D. Swin and Lavina Swin, his wife 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

This Grant is intended as a Mortgage to secure the payment of the sum of Five Thousand Five Hundred dollars. according to the terms of a certain note this day executed

and delivered by the said Willard D. Swin & Lavina Swin, his wife to the said part 2<sup>d</sup> of the second part five years from date with interest at 6% payable annually with privilege of paying \$100.00 or more on any interest paying date

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<sup>d</sup> 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 overplus, if any there be, shall be paid by the part 2<sup>d</sup> making such sale, on demand, to said Willard D. Swin, his heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Willard D. Swin [SEAL]  
Lavina Swin [SEAL]  
[SEAL]

## STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 2<sup>nd</sup> day of March A. D. 1908, before me

Frank E. Banks, a Notary Public in and for said County and State, came Willard D. Swin and Lavina Swin, his wife 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 Nov. 8 1910

Frank E. Banks  
Notary Public.

Filed for Record the 6 day of March A. D. 1908, at 7<sup>30</sup> o'clock A. M.

W. W. Armstrong Register of Deeds.  
By J. H. Armstrong Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 6<sup>th</sup> day of March, 1908  
Norman W. Adams

Recorded March 17 1909  
Floyd Lawrence  
Register of Deeds