

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 27 day of August in the year of our Lord thirteen hundred and eight, between William B. Swearingen, single, of the Township of Douglas of Kansas in the County of Douglas and State of Kansas, of the first part, and W. C. Stimpson of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents doth 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:

Lots numbers nine (9) and Ten (10) in Addition number Six (6) to that part of the City of Lawrence, Kansas, known as North Lawrence.

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

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred dollars according to the terms of One certain Note this day executed

and delivered by the said Party of the first part to the said party of the second part Payable two years after date with interest thereon according to the terms of said note and coupons thereto attached.

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; 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 party making such sale, on demand, to said Party of the first part, his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Jennie Watt.

William B. Swearingen [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 27th day of August A. D. 1908, before me,

Jennie Watt a Notary Public in and for said County and State, came William B. Swearingen, single

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 30th Mch. 1912.

Jennie Watt

Notary Public.

Filed for Record the 27 day of Aug.

A. D. 1908, at 4th o'clock P. M.

Will Armstrong Register of Deeds.

By Chas. C. Armstrong Deputy.

For Release See Book 47 Page 254

For Release See Book 47 Page 142