

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 17<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and eighty between S. M. Boswell and Ann H. Boswell his wife of Logansport in the County of Logansport and State of Kansas, of the first part, and W. E. Chamberlain of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Seventeen Hundred 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 Twenty five acres of the East Thirty Five Acres of the South half of the South east quarter of Section Six (6) Township Thirteen (13) Range Twenty (20)

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 S. M. Boswell do 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 indefensible 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 Seventeen Hundred Dollars according to the terms of one certain note this day executed and delivered by the said S. M. Boswell to the said part 2<sup>d</sup> 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<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 party making such sale, on demand, to said S. M. Boswell 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, Sealed and Delivered in presence of S. M. Boswell [SEAL]  
Frank F. Butzow [SEAL]  
May Anna Steubers [SEAL]  
Anna H. Boswell [SEAL]

STATE OF KANSAS, ss. Logansport County, Illinois

BE IT REMEMBERED, That on this 18<sup>th</sup> day of December A. D. 1902, before me, Frank F. Butzow a Notary Public in and for said County and State, came S. M. Boswell and Anna H. Boswell 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 June 27 1912 Frank F. Butzow Notary Public.

Filed for Record the 21<sup>st</sup> day of Dec A. D. 1902, at 3 o'clock P. M.

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

The mortgage is subject to the order of payment of the sum of \$1700.00 to the order of S. M. Boswell. As witness my hand and seal this 17th day of December, 1902.

Recorded July 11 1912  
Mayo L. Lawrence  
Register of Deeds