

# MORTGAGE RECORD No. 45.

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

This Indenture, Made this 10<sup>th</sup> day of February in the year of our Lord nineteen  
hundred and nine between Samuel Sweezer and Maude  
Sweezer his wife of Douglas in the County of  
Douglas and State of Kansas, of the first part, and  
Eben Baldwin of the second part:

Witnesseth, That the said part 1<sup>st</sup> 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 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:

An undivided one half of the south half of the  
South West quarter of Section Nine (9) Township  
Twelve (12) Range Nineteen (19)

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  
Samuel Sweezer & Maude Sweezer 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 Sweezer & Maude Sweezer 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 Samuel Sweezer & Maude Sweezer  
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  
Sam Sweezer [SEAL]  
Maude Sweezer [SEAL]  
[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 10<sup>th</sup> day of February A. D. 1909, before me,  
J. H. Mitchell a Notary Public in and for said County and State, came  
Samuel Sweezer

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 January 25<sup>th</sup> 1911 J. H. Mitchell Notary Public.

Filed for Record the 6<sup>th</sup> day of Mar A. D. 1909, at 2<sup>26</sup> o'clock A. M.

Lloyd L. Lawrence Register of Deeds.  
Deputy.

This Indenture is returned on the original instrument. The mortgagee has been paid in full this mortgage is hereby released and the mortgagor is discharged. As witness my hand this 10th day of February A. D. 1909.  
Grace E. Baldwin  
Register of Deeds.

Filed July 8 1912  
Estelle Andrews  
Register of Deeds.