

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 29 day of January in the year of our Lord one thousand nine hundred thirteen, between S. C. Swezey, unmarried of Osage and State of Kansas, of the first part, and Charles W. Humphell of the second part:

Witnesseth, That the said part 4 of the first part, in consideration of the sum of One thousand 00/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha ad sold, and by these presents do se grant, bargain, sell and mortgage to the said part 4 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 northeast fractional quarter of section five (5) Township fourteen (14) Range nineteen (19) one hundred sixty four 1/2 (164 1/2) acres more or less and the west thirty (30) acres of the south half of the southeast quarter of section, Township and range aforesaid

with all the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said first party do se 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 inalienable estate of inheritance therein, free and clear of all incumbrances except a mortgage of three thousand (\$3000)

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand 700 Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said part 4 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 4 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 4 making such sale, on demand, to said first part his heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part ha ad hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

S. C. Swezey [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 29 day of Jan A. D. 1913, before me, S. C. Swezey, unmarried a Notary Public in and for said County and State, came



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 Mar 11 1916

D. C. Asher [SEAL]
Notary Public.

Filed for Record the 1 day of Feb A. D. 1913, at 4 o'clock P.M.

Thos L. Lawrence Register of Deeds.
Deputy.