

## Mortgage Record No. 52.

This Indenture, Made this 15th day of July in the year of our Lord  
nineteen hundred and thirteen.

between N. A. Swin and Eliza C. Swin, his wife, of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and  
August Blair of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of  
Eight 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 2d 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:

Lot number fifty-seven (67) on Pennsylvania Street in the City of Lawrence, said County and State.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the first part

do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> 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  
Eight hundred Dollars

according to the terms of one certain note this day executed  
Parties of the first part

and delivered by the said Parties of the first part to the said part 2d of the second part

Payable three 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 part 2d 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 2d making such sale, on demand, to said Parties of the first part.

their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Jennie Wrath

N. A. Swin

(SEAL)

Eliza C. Swin

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 15th day of July A. D. 1913, before me,

LD

Jennie Wrath a Notary Public in and for said County and State, came  
N. A. Swin and Eliza C. 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 30th July 1916

Jennie Wrath

Notary Public.

Filed for Record the 21 day of July A. D. 1913, at 3 o'clock P M.

Floyd L. Lawrence

Register of Deeds.

Deputy.

This note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand this 15th day of July A. D. 1913.

August Blair

W. A. March

Recorded - Nov. 24 - 1916

Floyd L. Lawrence

Geo. L. Wright