

MORTGAGE RECORD NO. 55.

This Indenture, Made this 2nd day of March in the year of our Lord
~~one thousand eight hundred and seventy~~ between
J. F. Swyer and Matilda Swyer, his wife of Douglas in the County of
Douglas and State of Kansas, of the first part, and J. M. Swyer of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
Two thousand and no/100 DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have set 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:

The west half of the South West Quarter (1/4) of
Section thirty three (33), Township fourteen (14), and Range
Twenty one (21) East of the Sixth principal meridian,
containing eighty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
J. F. Swyer and Matilda Swyer
do hereby covenant and agree that at the delivery hereof they are the lawful owner 1st 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
Two Thousand Dollars
according to the terms of one certain note this day executed
and delivered by the said J. F. Swyer and Matilda Swyer to the said part 2d 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 2d of the second part, his executors, administra-
tors 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 first parties
their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

J. F. Swyer (SEAL)

Matilda Swyer (SEAL)

(SEAL)

STATE OF KANSAS,

Johanna County } ss.

BE IT REMEMBERED, That on this 2nd day of March A. D. 1917, before me,
W. F. Braum a Notary Public in and for said County and State, came
J. F. Swyer and Matilda Swyer, 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 August 28th 1917

Notary Public.

Filed for Record the 5th day of Feb. A. D. 1917, at 10:55 o'clock A. M.

Register of Deeds.

Estelle Yorkrup Deputy.

L. R. R. Walton Deputy.

Recorded Sept 5th 1918
Estelle Yorkrup
Register of Deeds
My Commission Expires May 22-1920 (23)
J. M. Swyer
Notary Public