

MORTGAGE RECORD

This Indenture Made this First day of August in the year of our Lord one thousand nine hundred Twentieth between Rosana Swimley & to M Swimley her husband of Baldwin in the County of Douglas and State of Kansas, of the first part, and Mrs Samaria Hobbs of the second part:

WITNESSETH, That the said part of the first part, in consideration of the sum of Six Thousand DOLLARS to her duly paid, the receipt of which is hereby acknowledged, ha she sold, and by these presents do she grant, bargain, sell and mortgage to the said part of the second part, her 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 East Quarter (S. E. 1/4)
Section Three (S. 3)
Township Fifteen (T. 15)
Range Nineteen (R. 19)

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Rosana & to M Swimley do hereby covenant and agree that at the delivery hereof they 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Six Thousand DOLLARS,

according to the terms of one certain promissory note this day executed by the Rosana and E. M. Swimley to the said part of the second part, said note being given for the sum of Six Thousand DOLLARS,

dated August First due and payable in Five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 150⁰⁰ dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Fifteen Hundred DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part, and it shall be lawful for the part of the second part, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of the second part, her executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part making such sale, on demand, to the said heirs and assigns

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

Signed, sealed and delivered in presence of
Rosana Swimley (SEAL.)
E. M. Swimley (SEAL.)

STATE OF KANSAS }
Douglas County ss.
BE IT REMEMBERED, That on this 16 day of August A. D. 19 17

before me, W. M. Clarke a Notary Public in and for said County and State, came Rosana Swimley and E. M. Swimley her husband to me personally known to be the same person who executed the foregoing instrument of writing, 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.

W. M. Clarke Notary Public.
My commission expires May 15 19 19.

This instrument was filed for record on the 21st day of August A. D. 19 17, at 2 55 o'clock P. M.

Estelle Fitzhugh Register of Deeds.
By _____ Deputy.

The following is enforced on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created thereby is null and void.
As witness my hand this 9th day of September A. D. 19 22
Mrs Samaria Hobbs
Attest:

Recorded Sept 13 19 22
Estelle Fitzhugh
Register of Deeds

_____ in the _____ between _____
_____ of the first part, and _____
_____ of the sum of _____ DOLLARS
_____ and mortgage of Douglas and _____
_____ by covenant and _____ of inheritance
_____ grant is intended _____ DOLLARS,
_____ from date thereof, _____
_____ and as hereinafter _____ shall accrue on _____
_____ DOLLARS,
_____ interests and _____ and costs, and _____ shall bear inter-
_____ assessed on said _____ interest thereon, _____ of the second part, _____ of the second _____, to sell the _____ of the _____ due or to become _____ be, shall be paid _____ heirs and assigns _____ and seal _____
_____ (SEAL.)
_____ (SEAL.)
_____ A. D. 19 17
Notary Public
_____ duly _____
_____ 1 year last above _____
Notary Public.

_____ of Deeds.
_____ Deputy.