

MORTGAGE RECORD NO. 58

This Indenture, Made this fifteenth day of November in the year of our Lord one thousand nine hundred and twenty between B. H. Swallow and Bessie Swallow, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Fifteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do grant, bargain, sell and mortgage to the said part ies of the second part their 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 North-west quarter of Section, thirty five (35) Township Twelve (12) Range (18), also beginning at the South East corner of the North East quarter of Section thirty four (34) thence west 23 and 33/100 chains, thence North 17 and 15/100 chains, thence East 23 and 53/100 chains to East line of said quarter section, thence South 17 and 15/100 chains to point of beginning, all in Township (12) Range (18) East 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said B. H. Swallow and Bessie Swallow, his wife do 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 except one Mortgage for \$6000 to John Newlin, trustee

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said B. H. Swallow and Bessie Swallow to the said part ies 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 payments 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 ies of the second part their 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 first party heirs and assigns.

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

Signed, Sealed and Delivered in the presence of B. H. Swallow (SEAL) Mrs. Bessie Swallow (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 14 day of November A. D. 1920, before me,

B. H. Swallow and Bessie Swallow, his wife to me personally known to be the same persons 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 Jan 25 1924 G. M. Wenter Notary Public.

Filed for Record the 20 day of Nov A. D. 1920, at 2:45 o'clock P.M. Estelle Northrup Register of Deeds Burns Flinn Deputy.

This mortgage is intended as a mortgage to secure the payment of the sum of \$1500.00 according to the terms of one certain promissory note this day executed and delivered by the said B. H. Swallow and Bessie Swallow to the said Citizens State Bank of Lawrence, Kansas.

Recorded - Nov 25 1921  
Estelle Northrup  
Register of Deeds

The following is endorsed on the original instrument. This note being clear, has been noted in full.

Recorded March 10