

MORTGAGE RECORD-59.

D. 1922 between
the first part, and
of the second part;
DOLLARS,
in
1922
1 (7).
appertaining, forever:
the following is a
28th 1922
either
interest
ally
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said sum of money
be wholly discharged
when the same is due,
same are by law made
of the second part
en.
A. D. 1922 before me
County and State, came
my
said party
written.
Notary Public.
Rec'd

THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT
Recorded Sept. 13, 1922
Bessie & Emma & E.M. Swinley
the within mortgage, Mortgages,
the sum of \$722.33, in full
satisfaction of the within Mortgage.
Witness my hand and seal
this 13th day of September, 1922.
Notary Public.

This Indenture, made this 1st day of Sept. A. D. 1922 between
Bessie Swinley & E.M. Swinley (wife & husband)
of Douglas County, in the State of Kansas of the first part, and
Thomas B. Hobbs of the second part;
of _____ County, in the State of Mo. of the second part;

Witnesseth, That said part^{ies} of the first part, in consideration of the sum of
Seven Thousand and no/100 DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part^y of the second part, his
heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas
to wit:
The South East quarter (S.E. 1/4) Section Three (Sec. 3)
Township Fifteen (T. 15) Range Nineteen (R. 19)

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever:
Provided Always, And these presents are upon this express condition, that whereas said First Parties
have on this day executed and delivered ^{coupon} one certain promissory note in writing to said part^y of the second part, of which the following is
the substance: Note of even date herewith for \$7000.00 due on five (5) years bearing
interest at the rate of 6 1/2 per cent per annum, payable semi-annually with the
option to pay \$100.00 or any multiple thereof at any interest paying date.
Parties of the first part hereby agree to keep the building insured in
the sum of fifteen Hundred Dollars with Mortgage clause attached, loss if
any, payable to Mortgagee as his interest may appear.

Now, If said part^{ies} of the first part shall pay or cause to be paid to said part^y of the second part, his heirs or assigns, said sum of money
in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged
and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due,
and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made
due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said part^y of the second part
shall be entitled to the possession of said premises.

In Witness Whereof, The said part^{ies} of the first part have hereunto set their hand, of the day and year first above written.
Executed in the presence of
Bessie Swinley
E.M. Swinley

STATE OF KANSAS,
Douglas County, ss.
Be it Remembered, That on this 9 day of Sept. A. D. 1922 before me
the undersigned _____ a Notary Public in and for said County and State, came
(B.S.) Bessie Swinley and E.M. Swinley her husband
who are personally known to me to be the same person who executed the within instrument of writing, and such person
they 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 May 15/23 1923 Notary Public.
H.M. Clark
Recorded Sept 13th 1922
at 2 o'clock P.M.
Eddie Pichup Duffer
Register of Deeds.
E. Babbitt, Dep.