

MORTGAGE RECORD NO. 60

This Indenture, Made this 16th day of November in the year of our Lord nineteen hundred and twenty-one, between B. H. Swallow and Candace Swallow his wife of Laurie, P. S. in the County of Douglas and State of Kansas, of the first part, and Citizens State Bank of Laurie, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Fifteen hundred and no/100 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 parties 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 (NW 1/4) of Section thirty five (35) in Township Twelve North, Range eight East (18). Also beginning at the South East corner of the North east quarter (NE 1/4) of Section thirty four (34), thence North twenty three and 33/100 chains (23 33/100 ch), thence North six tenths and 15/100 chains (67 15/100 ch), thence East twenty three and 33/100 chains (23 33/100 ch) to East line of said quarter section, thence South five tenths and 15/100 chains (57 15/100 ch) to point of beginning all in Township Twelve North (12) and Range Eight East (18). East 1/4 Sec 35.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said B. H. Swallow and Candace Swallow his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Moulton Practitioner

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred and no/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said B. H. Swallow and Candace Swallow his wife to the said parties of the second part due one year after date with interest from date at the rate of 10% per annum interest payable semi-annually

and these conveyances 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 parties 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 surplus, if any there be, shall be paid by the parties making such sale, on demand, to said B. H. Swallow and Candace Swallow, his wife heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

B. H. Swallow (SEAL)  
Candace Swallow (SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 16th day of November A. D. 1921, before me, A. F. McBlanchard a Notary Public in and for said County and State, came B. H. Swallow and Candace Swallow his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged execution of the same.

(28)

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 April 20 1924

A. F. McBlanchard  
Notary Public.

Filed for Record the 25 day of Nov A. D. 1921, at 4:20 o'clock P.M.  
Esther Thompson Register of Deeds  
Ernest Glaser Deputy.