

## MORTGAGE RECORD NO. 60

This Indenture, Made this 14<sup>th</sup> day of September in the year of our Lord 1923 between Rose Swinley, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The Baldwin State Bank of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Two Thousand DOLLARS,

to these duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell grant, bargain, sell and mortgage to the said part ies of the second part its successors 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  
Section Three (13) Township fifteen (15) Range  
Nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said

E. M. Swinley and Rose Swinley  
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 a first Mortgage of \$1000.00

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 E. M. Swinley and Rose Swinley to the said part ies of the second part due in 3 years with 7% interest payable semi-annually

and this conveyances 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 ies of the second part its successors 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 part ies making such sale, on demand, to said E. M. Swinley and Rose Swinley their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

E. M. Swinley (SEAL)  
Rose Swinley (SEAL)

STATE OF Kansas  
Douglas County, ss.

BE IT REMEMBERED, That on this 14 day of Sept. A. D. 1923, before me,

L. S. W. M. Clark a Notary Public in and for said County and State, came E. M. Swinley and Rose Swinley his wife to me personally known to be

the same person who executed the foregoing instrument and duly acknowledged 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 1927 W. M. Clark Notary Public.

Filed for Record the 15<sup>th</sup> day of Sept. A. D. 1923 at 8:25 o'clock A. M.

Law E. Wellman Register of Deeds  
Deputy.

The following is contained on the original instrument:  
This mortgage was executed by said part ies of the first part, in consideration of the sum of Two Thousand DOLLARS, to these duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell grant, bargain, sell and mortgage to the said part ies of the second part its successors 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  
Section Three (13) Township fifteen (15) Range  
Nineteen (19).

F. J. Scott  
Sept 17 1923  
E. M. Swinley  
Rose Swinley  
W. M. Clark