

This Indenture made this 26th day of February in the year
of our Lord one thousand eight hundred and eighty-one
between R. H. Tower of Lawrence in the County of Douglas
and State of Kansas of the first part and J. D. Bowersock of
Lawrence in the County of Douglas and State of Kansas of
the second part.

Witnesseth That the said party of the first part for and
in consideration of the sum of Seven Hundred Thirty
five & $\frac{5}{10}$ Dollars to him duly paid the receipt of which is hereby ac-
knowledged has sold and by these presents does grant bargain sell and
mortgage to the said party of the second part his heirs and assigns
forever all my interest right and title in and to the estate of Horrell
Tower wherever the same may be situated or located and be
the same real or personal with the appurtenances and
all the estate title and interest of the said party of the
first part herein.

This Grant is intended as a mortgage to secure the
payment of the sum of Seven Hundred Thirty five & $\frac{5}{10}$
Dollars according to the terms of one certain promissory
note Feb. 26th 1881 Lawrence Kansas One year after date for value
received I Robt H. Tower of the County of Douglas and City of
Lawrence promise to pay J. D. Bowersock or order at the office
of J. D. Bowersock Lawrence Kansas Seven Hundred Thirty
five & $\frac{5}{10}$ Dols with interest at 8 per cent from date until
paid said interest to be paid annually and all accumulated interest
not promptly paid when due to draw interest at 8 per cent pase as
principal and in the event of commencement of suit for collection
to pay reasonable expenses, attorneys fee And this conveyance shall
be void if such payment be made as is herein specified But if
default be made in said payment or any part thereof as provided
that this conveyance shall become absolute and it shall be
lawful for said party of the second part his executors ad-
ministrators 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 money
arising from such sale to retain the amount then due
for principal and interest and also for Statutory damages
in case of protest together with the costs and charges
of making such sale and a reasonable per cent
on the amount secured by this mortgage as a reason-
able attorneys fee for foreclosing hereof and the overplus
if any there be shall be paid by the party making such sale to
the said R. H. Tower his heirs or assigns and for

For address received, I hereby release Lots 109, 110, 111, 112, 113 Phillips Avenue
st. in the City of Lawrence, from the operation of this mortgage,
which may from the 24th day of May A.D. 1884 forward.

Attest, Afftonated
R. H. Tower of Deeds

J. D. Bowersock
Recorded April 5th 1884 at 12:50 o'clock P.M.
R. H. Tower of Deeds