

This Indenture, Made this 17th day of February in the year of our Lord, one thousand eight hundred and eighty Eight between Louis C. Bowers & Mary A. Bowers his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and O. Winger of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Hundred & Thirty Five Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, & by these presents do grant, bargain, sell and mortgage to the said party of the second part, his 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 () of Block Number Forty six () in that part of Lawrence known as West Lawrence and in the South half () of the South West Quarter () of Section Twenty five () Town Twelve () Range Nineteen () Douglas County Kansas, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Louis C. Bowers & Mary A. Bowers his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and hold of a good & indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage, to secure the payment of the sum of Three hundred and Thirty five (335) Dollars with Interest at 10 per cent per annum from date, payable semi-annually. Principal sum being payable in five years from date or before according to the terms of our certain Promissory Note this day executed and delivered by the said Louis C. Bowers and Mary A. Bowers his wife to the said party of the second part; and this conveyance shall be void if such payment 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 shall become due and payable, and it shall be lawful for said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part or his heirs and assigns.

In Witness Whereof. The said parties of the first part have hereunto set their hands & seals the day & year last above written.

For Release See Book 67 Page 44