

This Indenture, Made this eleventh day of February, in the year of our Lord one thousand eight hundred and eighty nine, between A. J. Lowe and Elizabeth Lowe his wife, of Douglas, in the County of Douglas and State of Kansas, of the first part, and William Leamer and J. A. Bonelake of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of seven hundred and fifty 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: Lot numbered 3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30 and the Block Numbered 4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27 and 3 in Block numbered 7, all in the city of Compton according to the published Plat thereof, a tract of 6 acres & 1/2 acres of South 1/2 acres of West 3 1/2 acres of S.E. 1/4 of Sec. 54 Township 11 Range 16

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. J. Lowe and Elizabeth Lowe 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

This grant is intended as a Mortgage to secure the payment of the sum of seven hundred and fifty dollars and interest thereon according to the terms of two certain promissory notes this day executed and delivered by the said A. J. Lowe and Elizabeth Lowe to the said parties of the second part: one calling for one hundred dollars payable to William Leamer and one calling for one hundred and fifty dollars payable to J. A. Bonelake

and this conveyance 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 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, appraisement hereby waived or not at the option of the parties of the second part their executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the parties making such sale on demand to the said A. J. Lowe and Elizabeth Lowe their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and sealed the day and year first above written.

Signed and delivered in presence of

A. J. Lowe (SEAL.)

Elizabeth Lowe (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, {
County of Douglas } ss.

Be it Remembered, That on this 16 day of March, A. D. 1887, before me,

A. J. May, a Notary Public in and for said County and State, came A. J. Lowe and Elizabeth Lowe his wife

Notary Public.

to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires March 21 - 1887. A. J. May

Recorded March 21 - A. D. 1887, at 11 o'clock A. M.

Register of Deeds

The foregoing instrument on the 16th day of March, A.D. 1887, was acknowledged by the parties herein named having been read in full, this mortgage is hereby acknowledged, and the law thereby created discharged.
In witness whereof, this 16th day of March, A.D. 1887,
After due notice given to the parties herein named, this 16th day of March, A.D. 1887,
Recorded April 1, 1887 at 11 o'clock A.M. James Brooks Register of Deeds