

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 28th day of March in the year of our Lord one thousand eight hundred and ninety-one between Charles A Bowen an married man in the County of Douglas and State of Kansas of the first part, and Maria C Lewis and Kate F Lewis of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty three hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth grant, bargain, sell and mortgage to the said party 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 East Quarter of Section No Twenty nine (29) in Township No Thirteen (13) South of Range No nineteen (19) East of the 6th P. M. Kansas Less one acre in S.W. Corner for school purposes

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Charles A Bowen doth hereby covenant and agree ^{that} at the delivery hereof he is 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

This grant is intended as a Mortgage to secure the payment of the sum of Twenty three hundred and fifty Dollars according to the terms of one certain note this day executed and delivered by the said Charles A Bowen to the said party of the second part: payable Five years after date with interest at seven per cent per annum payable annually

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 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 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 party making such sale on demand to the said Charles A Bowen heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Chas A Bowen (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 28 day of March, A. D. 1891, before me L S Steele, a Notary Public in and for said County and State, came Charles A Bowen who represents himself married to me personally known to be the same person 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 June 18 1894L S Steele

Notary Public.

Recorded March 30 A. D. 1891, at 130 o'clock P. M.James Brooks

Register of Deeds

The following is enclosed and the original instrument is hereby released, this mortgage is hereby released, and the lien thereby created discharged. This is day of Sept. A.D. 1891. Kate F. Lewis, Maria C. Lewis.

Attest: Recorded Sept. 8th A.D. 1891. G. H. Sproule, Register of Deeds, By Wm. B. Sproule, Deputy.