

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this second day of October in the year of our Lord one thousand eight hundred and ninety three between J. M. Bower and E. B. Bower his wife of Leura in the County of Johnson and State of Kansas of the first part, and M. E. Bower of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of six hundred 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 party of the second part her 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: Lots One hundred and nineteen (119) One hundred and twenty one (121) One hundred and twenty three (123) One hundred and twenty five (125) and One hundred and twenty seven (127) all on High Street in Baldwin City State and County above written.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. M. Bower and E. B. Bower his wife 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 six hundred dollars according to the terms of one certain Promissory Note this day executed and delivered by the said J. M. Bower + E. B. Bower his wife to the said party of the second part:

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 her 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 her 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 party making such sale on demand to the said J. M. Bower or his legal heirs and assigns.

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

Signed and delivered in presence of

A. H. Barber

J. M. Bower

(SEAL.)

E. B. Bower

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Johnson

} ss.

Be it Remembered, That on this 16th day of October, A. D. 1893, before me C. H. Bradshaw, a Notary Public in and for said County and State, came J. M. Bower and E. B. Bower his wife

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 February 12 1895

Recorded Oct 30 A. D. 1893, at 9³⁰ o'clock A. M.

C. H. Bradshaw

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on original instrument:
The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created discharged.
As Witness my hand, this 17th day of July, A.D. 1894.
J. M. Bower
Recorded Aug. 8. 1894 at 10:20 o'clock A.M. James Brooks Register of Deeds
H. W. Carman Deputy