

This Indenture, Made this 9th day of December in the year of our Lord one thousand eight hundred and ninety five between Addison M. Bowen and Mary A. Bowen his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Frank H. Vaughan of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five Hundred (500) 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 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: That portion of the North Half of the North West quarter of Section twenty-two (22) Township thirteen (13) Range thirteen (13) lying West of the County road running North and South through said quarter section, containing 40 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Addison M. Bowen and Mary Bowen 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 Five Hundred (500) according to the terms of their own certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part due and payable three years from date with interest at eight (8) per cent per annum, payable semi-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 therefor, 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 the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, 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 his heirs and assigns.

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

Signed and delivered in presence of

L. H. Sheldon

Addison M. Bowen

(SEAL.)

Mary A. Bowen

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9th day of Dec, A. D. 1895, before me, L. H. Sheldon, a Notary Public in and for said County and State, came Addison M. Bowen and Mary A. Bowen his wife 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 Feb 7th 1899

Recorded Dec 9th A. D. 1895 at 7¹⁵ o'clock P M.

L. H. Sheldon

Notary Public.

James Brooks
Register of Deeds.

The following is indorsed on the original instrument—
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.
As Witness my hand this 3rd day of January A.D. 1897.
Frank H. Vaughan

Recorded January 3rd 1897.
W. H. Bowman Register of Deeds