

This Indenture, Made this Eighth day of October in the year of our Lord one thousand eight hundred and ninety th between Harvey B. Bowen and Miez B. Bowen (wife) of Idaho in the County of Douglas and State of Kans/Kan. of the first part, and E. J. Parker of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand 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: North half (1/2) of the North West quarter (1/4) of Section Twenty eight (28) Township thirteen (13) Range Nine teen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Harvey B. Bowen and Miez B. 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 One thousand Dollars according to the terms of One certain Note and ten Coupons this day executed and delivered by the said Harvey B. Bowen and Miez B. Bowen to the said party of the second part: his heirs or assigns

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 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 Harvey B. Bowen 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

Harvey B. Bowen (SEAL)
Miez B. Bowen (SEAL)

(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 8th day of October, A. D. 1896, before me, John M. Newlin a Notary Public in and for said County and State, came Harvey B. Bowen and Miez B. Bowen

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 April 28 1899 John M. Newlin
Recorded Oct 19 A. D. 1896, at 10 o'clock A. M.

Notary Public.

James B. Smith
Register of Deeds.

The following is endorsed 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 26th day of Decem. A.D. 1901

D. A. Hensley
By an Attorney
City of fact—

Recorded Dec. 27th 1901—
By J. D. Hoffman,
Register of Deeds,
By L. W. B. Hoffman,
Deputy.
(Assigned to Book 3 Page 568)