

BROWN CO. (LAWYER, KAN.)

This Indenture, Made this 31st day of March in the year of our Lord one thousand eight hundred and ninety nineteen hundred between Benjamin F. Cowles of Sibley in the County of Douglas and State of Kansas of the first part, and Emily D. Johnson of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of Six hundred and fifty (\$650.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do grant, bargain, sell and mortgage to the said part of 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: The E 1/2 of the N. 1/4 of Section Thirty five (35) Township Thirteen (13) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Benjamin F. Cowles do 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

Six hundred and fifty (\$650.00) Dollars according to the terms of of certain Promissory Note this day executed and delivered by the said Benjamin F. Cowles to the said part of of the second part: The terms of the note make it payable on or before five years after date, with interest at six and one half per. cent.

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 part of 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 part of 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 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 Benjamin F. Cowles or his heirs and assigns.

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

Signed and delivered in presence of

Benjamin F. Cowles (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 31 day of March, A. D. 1900, before me, W. M. Dunning a Justice of the Peace, a Notary Public in and for said county and State, came Benjamin F. Cowles

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

Recorded June 30 A. D. 1900, at 3³⁰ o'clock P. M.

W. M. Dunning J. P.
Notary Public

L. J. Foxman
Register of Deeds

The following is enclosed and the original instrument.
The note herein described having been paid in full this Mortgage
is hereby released and the lien thereby created discharged.
At Witness my hand this 10th day of March A.D. 1900,
Emily D. Johnson.

Recorded March 10th 1900,
W. M. Dunning,
Register of Deeds.