

This Indenture Made this eighth day of March in the year of our Lord one thousand eight hundred and eighty three between Lewis B. Bowers and Mary A. Bowers his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Lily B. Leiby of the second part Witnesseth That the said party of the first part in consideration of the sum of One hundred Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents does 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

The South East quarter of Block forty six 46 in that part of Lawrence known as West Lawrence and in the South half of the South West quarter of Section No. Twenty Six 26 in Township No. Twelve 12 Range 17

with the appurtenances and all the estate title and interest of the said party of the first part therein And the said Lewis B. Bowers and Mary A. Bowers 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 excepting a mortgage for \$300 held by Mrs. C. H. Smith dated March 7th. 1883

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said Lewis B. & Mary A. Bowers to the said party of the second part and this conveyance shall be void if such payment 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 shall become due and payable and it shall be lawful for 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 of appraisal 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 sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale or demand to the said Lewis B. Bowers and Mary A. Bowers heirs or assigns

The following is enclosed on the original instrument
The rec. has been paid in full and Mortgage discharged
July 17. 1888.
Lily Leiby

Recorded March 7th 1888.

James Booth

Register of Deeds