

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON & CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 9th day of March in the year of our Lord, Thirteen hundred and Four (1904), between William V. Bower and M. A. Bower (his wife) of Douglas in the County of Douglas and State of Kansas, of the first part, and L. D. Howell (single) of Baldwin of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three Hundred and fifty Dollars (\$350.00) 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 part 2nd 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:

The West one half (1/2) of the following described real estate, Beginning on the East line, Twenty (20) rods from the South East Corner of the South East Quarter 7, Section Eleven (11) Township Fifteen (15) and nineteen (19), Thence North Forty (40) rods, Thence West eighty (80) rods, Thence South Forty (40) rods, thence East Eighty (80) rods to the place of the Beginning. The said West one half (1/2) of the above described lands to Contain ten (10) acres.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said William V. Bower & M. A. 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 (350.00) according to the terms of note certain note this day executed and delivered by the said William V. Bower & M. A. Bower (his wife) to the said part 2nd 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 part 2nd of the second part executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part 1st making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

William V. Bower (SEAL)
M. A. Bower (SEAL)
(SEAL)

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 9th day of March, A. D. 1904, before me

Charles J. Bore a Notary Public in and for said County and State, came

William V. Bower & M. A. 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires Nov 7th 1907

Charles J. Bore Notary Public.

Filed for Record the 14th day of June, A. D. 1904, at 10⁰⁰ o'clock A.M.

W. Armstrong Register of Deeds.
Deputy.

ten hundred
dollars
in the County of
the second part:
of the sum of
Dollars,
sell and mortgage
County of Douglas,
(Add.)

William V. Bower
and agree that
and indefeasible

ment of the sum of

of the second part

any part thereof, or
whole amount shall
and assigns, at any
moneys arising from
and the overplus, if
Dollars, their

and year first above

(SEAL.)

(SEAL.)

(SEAL.)

0, 1904, before me
County and State, came

own to be the same

seal on the day and

Notary Public.

M.

Register of Deeds.

Deputy.

This note is being recorded on the original instrument.
The note herein foregoing having been paid in full
this mortgage is hereby released and the property
created thereon is charged by William V. Bower and the 20th day of March
A. D. 1905

Recorded March 24 = 1905
W. Armstrong
Register of Deeds