

# MORTGAGE RECORD No. 43.

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MORTGAGE Standard Form. Journal No. 101010. Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Seventeenth day of February in the year of our Lord, thirteen hundred and six, between A. M. Bowen and Mary Bowen his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Treasurer of Board of Friends University of Wichita of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Eight hundred 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 2d 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:

All of North half (1/2) of the North West quarter (1/4) of Section Twenty-two (22) Township Thirteen (13) Range Thirtieth (30) lying West of County road running north and South through said quarter section in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said A. M. Bowen and Mary Bowen do hereby covenant and agree that at the delivery hereof they are 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 Eight hundred Dollars. according to the terms of one certain Note and ten Cents this day executed and delivered by the said A. M. Bowen and Mary Bowen to the said part 2d 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 part 2d 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; 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 2d making such sale, on demand, to said A. M. Bowen, 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

A. M. Bowen [SEAL.]

Mary Bowen [SEAL.]

[SEAL.]

STATE OF KANSAS, } ss.  
County of Douglas

BE IT REMEMBERED, That on this 17th day of February A. D. 1906, before me

John M. Newlin a Notary Public in and for said County and State, came A. M. Bowen and Mary Bowen

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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires April 11th 1907

John M. Newlin  
Notary Public.

Filed for Record the 17th day of February A. D. 1906, at 4<sup>45</sup> o'clock P. M.

D. W. Armstrong Register of Deeds.  
Deputy.

For Release See Book 111 Page 51