

MORTGAGE Standard Form. Journal Co. Printers. Binders and Blank Book Makers. Lawrence, Kan.

This Indenture, Made this 22nd day of November in the year of our Lord, 1906, between A. W. Rowley and his wife Ellen Rowley of Lawrence, Kansas, of the first part, and John Dwellers of Lawrence, Kansas, of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three hundred (\$300) 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:

Lot No. One Hundred and Fifteen (115) on New Jersey Street in the city of Lawrence.

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. W. Rowley and Ellen Rowley 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 Three hundred dollars note according to the terms of one certain promissory note this day executed and delivered by the said A. W. Rowley and Ellen Rowley to the said part 2d 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 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. W. Rowley and Ellen Rowley 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

J. R. Kenyon

A. W. Rowley (SEAL)

Ellen Rowley (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 16 day of Nov A. D. 1906, before me

J. R. Kenyon a Notary Public in and for said County and State, came A. W. Rowley and his wife Ellen Rowley 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 June 16, 1908

J. R. Kenyon Notary Public.

Filed for Record the 10 day of Oct, A. D. 1906, at 10 o'clock A. M.

Al W. Armstrong Register of Deeds.  
By Elie C. Armstrong

The following is recorded on the original instrument: This mortgage is hereby released and the lien thereby created is charged. as witnessed my hand this 17th day of Nov. A.D. 1909. J. R. Dwellers

Recorded Nov 18, 1909  
State of Lawrence Register of Deeds  
Melvin A. F. Lawrence  
20 day

Deputy.