

MORTGAGE RECORD No. 43.

ORTGAGE Standard Form. JOURNAL CO. PRINTERS, BINDERS AND BLEND BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 27 day of December in the year of our Lord, thirteen hundred and seven, between Charles F. Stowe, single of Brooklyn and Lillian M. Stowe, single of Brooklyn of the County of Douglas and State of Kansas, of the first part, and Belle Bromley of the second part:

Eigheten Hundred Dollars, witnesseth, that the said parties of the first part, in consideration of the sum of 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 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 (1/4) of Section Thirty four (34) and the South half (1/2) of the South West quarter (1/4) of Section Thirty four (34) all in Township Twelve (12) Range Eighteen (18) in Douglas County and State

withall the appurtenances, and all the estate, title and interest of the said parcels of the first part therein. And the said parties of the first part 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 Eigheten Hundred Dollars according to the terms of one certain Note this day executed and delivered by the said parties of the first part to the said party of the second part Payable five years after date with interest thereon according to the terms of said note & coupons thereto attached.

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 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; 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 party making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Charles F. Stowe [SEAL]  
Lillian M. Stowe [SEAL]  
Charles B. Stowe [SEAL]

STATE OF KANSAS  
County of Douglas } ss.

BE IT REMEMBERED, That on this 31<sup>st</sup> day of Dec. A. D. 1907, before me Eugene Scherk a Notary Public in and for said County and State, came Charles F. Stowe 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 March 1908. Eugene Scherk Notary Public.

State of Kansas, County of Douglas ss: Be it Remembered, That on this 27<sup>th</sup> day of December A.D. 1907 before me Eugene Scherk a Notary Public in and for said County and State came Charles F. Stowe, single, and Lillian M. Stowe, single, and they personally known to me the said Notary Public, who executed the foregoing instrument and duly acknowledged the execution of the same, and they subscribed my name and affixed my official seal on the day and year last above written. My Commission expires 25<sup>th</sup> Dec. 1908. Eugene Scherk, Notary Public.  
Filed for Record the 7 day of January A.D. 1908 to 3<sup>rd</sup> P.M.  
Attest: Notary Public, of Deeds.  
By Eric C. Armstrong, Depts.

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This mortgage is hereby released and the same is hereby created discharged. Attest my hand this 31<sup>st</sup> day of Dec. 1907. Eugene Scherk, Notary Public.  
Recorded May 16<sup>th</sup> 1908  
Filed for Record the 7 day of January A.D. 1908 to 3<sup>rd</sup> P.M.  
Attest: Notary Public, of Deeds.  
By Eric C. Armstrong, Depts.