

MORTGAGE RECORD NO. 55.

This Indenture, Made this 31st day of July in the year of our Lord one thousand nine hundred and seven, between B. F. Bowers and Carrie Sheldon Bowers, his wife of Ottawa in the County of Franklin and State of Kansas, of the first part, and David Bowers of the second part: Sixty-two hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 Southeast Quarter of Section Seventeen (17) Township Fifteen (15) of Range Nineteen (19) containing 160 Acres.

with all the appurtenances, and all the estate, title and interest of the said part his of the first part therein. And the said B. F. Bowers do es hereby covenant and agree that at the delivery hereof he is 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 except one certain mortgage of \$1800.00

This Grant is intended as a Mortgage to secure the payment of the sum of Sixty-two hundred Dollars according to the terms of a certain bond this day executed by by the said B. F. Bowers and Carrie Sheldon Bowers to the said part of of the second part due and payable in five years from date

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, as a mortgage of the premises or interest therein, or the use, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole adversely shall become due and payable, and it shall be lawful for the said part his 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 sale to retain the amount then due of principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said B. F. Bowers heirs and assigns.

IN WITNESS WHEREOF, The said part his 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 B. F. Bowers (SEAL) Carrie Sheldon Bowers (SEAL)

STATE OF KANSAS, } ss. County of Franklin

BE IT REMEMBERED, That on this 31st day of July A. D. 1917, before me, a Notary Public in and for said County and State, came B. F. Bowers and Carrie Sheldon Bowers, his wife 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 on the 10 day of June 1919 Eva Webb Notary Public.
Filed for Record the 4th day of August A. D. 1917, at 7²⁵ o'clock A. M. Estelle Northrup Register of Deeds. L. P. Neale Nelson Deputy.

The following is endorsed on the original instrument: This is a mortgage of the premises described in the foregoing instrument, the sum of \$1800.00, dated July 31st, 1917, and recorded in the office of the Register of Deeds, Franklin County, Kansas, on the 4th day of August, 1917. David Bowers.

Recorded - March 26th, 1920 - Estelle J. Northrup - Register of Deeds