

# MORTGAGE RECORD NO. 58

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This Indenture, Made this 27th day of August in the year of our Lord nineteen hundred and nineteen between William Bowman and Ellen Bowman his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Sarah C. Brown of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two Thousand Five Hundred (\$2,500.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell 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 east half of the northeast quarter of Section thirty-three (33) Township thirteen (13), Range twenty (20).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Bowman and Ellen Bowman 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 \$2,500.00 according to the terms of one certain note this day executed and delivered by the said William Bowman and Ellen Bowman to the said party of the second part due in five years from September 1st 1919 with ten percent coupons attached

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 sale, and the overplus, if any there be, shall be paid by the party of the first part parties of the first part making such sale, on demand, to said their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

William Bowman (SEAL)  
Ellen Bowman (SEAL)

STATE OF KANSAS,

Douglas County ss.  
BE IT REMEMBERED, That on this 27 day of August A. D. 1919, before me,

Leta F. Kennedy a Notary Public in and for said County and State, came William Bowman and Ellen Bowman

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 January 14 1923. Leta F. Kennedy Notary Public.

Filed for Record the 27 day of August A. D. 1919, at 4 o'clock P.M.  
Estelle Norcross Register of Deeds  
Ferne Flora Deputy.

This mortgage is not valid until the original instrument is released and the lien thereby created is charged. As witness my hand this 25 day of March A. D. 1919. Sarah C. Brown Attest:

March 25 1919  
Leta F. Kennedy  
Register of Deeds