

MORTGAGE RECORD NO. 58

This Indenture, Made this 27th day of March in the year of our Lord nineteen hundred nineteen between William V. Bowser and Mary A. Bowser, husband and wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and The Farmers State and Savings Bank of the second part: **WITNESSETH** That the said parties of the first part, in consideration of the sum of Eight hundred and no/100 (\$800.00) 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 party of the second part its successors 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 thirty (30) acres of the East half (1/2) of the Southeast quarter (1/4) of Section Eleven (11) Township fifteen (15) Range nineteen (19) East.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William V. Bowser and Mary A. Bowser 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 Eight Hundred and no/100 Dollars according to the terms of two certain promissory notes this day executed and delivered by the said William V. Bowser and Mary A. Bowser to the said party of the second part one note for \$500 and one note for \$300 due three years after date.

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, its successors 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 making such sale, on demand, to said

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 the presence of

William V. Bowser (SEAL.)
Mary A. Bowser (SEAL.)
(SEAL.)

STATE OF KANSAS,

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

Geo. L. Kueck a Notary Public in and for said County and State, came William V. Bowser and Mary A. Bowser, husband and 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 Jan'y 19 1922 Geo. L. Kueck Notary Public.

Filed for Record the 25 day of May A. D. 1920, at 11:25 o'clock A.M.
Estelle W. Schrup Register of Deeds
Gene H. Hara Deputy.

For Release See Book 65 Page 97