

MORTGAGE RECORD-59.

Reg. No. 2011
Fee Paid 2.50

This Indenture, Made this thirty-first day of August -
year of our Lord one thousand nine hundred twenty-six -
William Bowman and Ellen Bowman, his wife, between
of Wakarusa, Iwp., in the County of Douglas and State of Kansas, of the first part, and

Watkins National Bank

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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, their 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 West Half of the North East Quarter of Section No. Thirty-Three (33), Township No. Thirteen (13) Range No. Twenty (20) less the Railroad Right of Way and less the following track of land: Beginning at a point on the quarter section line 313 feet south of the North West corner of the Northeast quarter of said section 33, thence south 200 feet, thence East 162 feet, thence North 200 feet, thence West 162 feet to the place of beginning, also less the following track of land: Beginning at a point on the south side of the public road 492 feet East of a point 33 feet south of the Northwest corner of the North East Quarter of said section 33 thence South 187 feet, thence East 150 feet, thence North 150 feet, thence West 150 feet, thence North 150 feet to the place of beginning, including County taxes contained in the deed more or less. And the said parties of the second part do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of One Thousand DOLLARS, according to the terms of one certain promissory note first parties this day executed by said

to the said party of the second part; said note being given for the sum of One Thousand DOLLARS,

dated Aug. 31 - 1926, due and payable in 5 years from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 30 Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part second of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, their executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, then executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the parties making such sale, on demand, to the said heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seal the day and year last above written.

Signed, sealed and delivered in presence of

William Bowman (SEAL)
Ellen Bowman (SEAL)

STATE OF KANSAS,
Douglas County,

Be It Remembered, That on this 7 day of Sept. A. D. 1926, before me,
Dick Williams a Notary Public in and for said County and State, came
William Bowman and Ellen Bowman, his wife.

to me personally known to be the same persons who executed the foregoing instrument of writing, 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 April 18, 1937. Dick Williams Notary Public.

This instrument was filed for record on the 7 day of Sept. A. D. 1926 at 10 o'clock A. M.

Isaac Wellman
By _____ Register of Deeds.
Deputy.

This Indenture is confirmed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 13th day of August A. D. 1928

Recorded Aug. 13 1928
Isaac Wellman
Notary Public
Lawrence Kansas By Dick Williams
Notary Public