133 MORTCACE RECORD This Indenture, Made this Leftentle day of March in the year of our Lord one thousand eight hundred and eight Nine between Herry B. Rogers and Suce Jacquerolustandandunge of _ Lawrence_____ in the County of _ Douglas_____ and State of Nansas-of the first part, and Eliza Douis of New york Wilnesseth, That the said part of the first part in consideration of the sum of Swo Rousand DOLLARS, to the and duly paid, the receipt of which is hereby acknowledged, have sold and by these provints do- grant, bargain, sell and mortgage to the said part spof which is nereby acknowledged, have sold and by these provins do grant, bargain, sell and mortgage to the said part y-of the second part Lee here and assigns forever, all that tract or parel of land situated in the County of Douglas and State of Kansa, described as follows, to wit? North Caret quarter officient of functional quarter officient Quarter officient of the sold 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 on Swo Phone and Collarsaccording to the terms of or certain from icon ynote this day executed and delivered by the said terms of Rogers and Lie, g. Pours to the said part y of the second part : hery bethere wars after date with interest from fale until faid at the pate of complete certific and coording to three interest composes attached to said note and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any 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 part due of the second part due executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the maaner prescribed by law, appraisement hereby waived or not at the option of the part due of the second part due executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part due may and demand to the said learned due to approximate the advectory. And the said part due to the said charges of making such sales, and the overplus, if any there be, shall be paid by the part due to the said second part due to the said charges of making such sales. In Witness Whereof, The said partice of the first part, hauchereunto set field hands and seals the day and year first above written. Sterry B. Rogers_ Lucy J. Rogers____ (SEAL.) Signed and delivered in presence of ... (SEAL,) Seo a. Banko .(SEAL.) _(SEAL.) STATE OF KANSAS. 1.88 County of Anceglas Be it Remembered, That on this 16th day of March A. D. 1889. before me, Geo a. Bankoa Notary Public in and for said County and State, came Henry B. Rogers and Sucy Rogers husband 5 Page - 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 set my hand and affixed my official seal on the day and year last above written. Leo a. Banks My commission expires Dec _ 12 _ 1892. Recorded March 20 - A. D. 1889, at 2 - 0' clock - M. Notary Public DULLO BOUTTO Pute 3

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