

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13th day of November in the year of our Lord one thousand eight hundred and ninety one between George E. Rogers and his wife Laura M. Rogers of Lexington in the County of Johnson and State of Kansas of the first part, and Granville Gager of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 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 south half of the North East quarter and the North half of the South East quarter of Section thirty five (35) Township thirty one (31) Range twenty one (21) containing 160 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George E. Rogers and Laura M. Rogers do hereby covenant and agree, at the delivery hereof that 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 Two thousand dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said George E. Rogers and Laura M. Rogers to the said party of the second part:

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 party 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, appraisalment hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all 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 party making such sale on demand to the said George E. Rogers and Laura M. Rogers heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seals the day and year first above written.

Signed and delivered in presence of

George E. Rogers (SEAL.)
Laura M. Rogers (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 14th day of November, A. D. 1891, before me Charles A. Hill, a Notary Public in and for said County and State, came George E. Rogers and Laura M. Rogers the foregoing grantors to me personally known to be the same persons 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.
My commission expires Aug - 2nd 1892 Charles A. Hill Notary Public.
Recorded Nov - 19 A. D. 1891, at 3 o'clock P. M.

James Brooks Register of Deeds

The following is endorsed on the original instrument
Receipt \$2000 to Lawrence Kansas Nov-16-1903.
Received of Geo. E. Rogers the within named mortgage.
The sum of Two thousand and no Dollars in full satisfaction of the within mortgage.
Granville Gager.

Recorded Nov-16-1903
C. W. Armstrong
Register of Deeds

