

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11 day of March in the year of our Lord one thousand eight hundred and ninety two between H. B. Rogers and Lucy J. Rogers his wife of Decatur in the County of Montrose and State of Kansas of the first part, and Kirby Bunnell of Montrose of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Fifteen Hundred (\$1500) 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 East Quarter of Section No One (1) being fractional and the North East Quarter of Section No Twelve (12) all in Township No Twelve (12) South of Range No Eighteen (18) East. Also the fractional North West Quarter of Section No Eleven (11) in Township No Twelve (12) South of Range No Nineteen (19) East of the 4th P. Mercept 17th 20th acres in the N. E. corner of said N. E. Sec 7, containing in the aggregate 577 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 Grantors do hereby covenant and agree ^{that} 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

Fifteen Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said H. B. Rogers and Lucy J. Rogers to the said party of the second part: Payable three years after date with interest at 7% payable annually

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, appraisement 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 H. B. Rogers heirs and assigns.

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

Signed and delivered in presence of

H. B. Rogers (SEAL.)
Lucy J. Rogers (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11 day of March, A. D. 1892, before me L. L. Steele, a Notary Public in and for said County and State, came H. B. Rogers and Lucy J. Rogers his wife 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 June 15 1894 L. L. Steele Notary Public.
Recorded March 11 A. D. 1892, at 3⁵⁵ o'clock P - M.

James Brooks Register of Deeds

The following is endorsed on the original instrument.
The note herein described having been paid in full
this mortgage is hereby released and the same thereby
created discharged. All witness my hand this 18 day of Aug. A.D. 1904.
Kirby Bunnell

Attest W. M. Bunnell,
Jesse W. Bunnell

Recorded Oct 31st 1904
L. L. Steele
Register of Deeds