

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 Herbert A. Rogers Matilda Rogers of Leecompton in the County of Douglas and State of Kansas of the first part, and E. W. Hancock of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Seven hundred and twenty eight Dollars fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Begin at the N. E. corner of N. W. Quarter of Section No. 16 in Township No. 12 South of Range No. 10 East of 6th P. M. thence South on line of Section No. 16 1/2 chains thence East 1/2 chain thence North 1/2 chain to North line of Quarter Section East 1/2 chain to beginning 4770 acres, also Begin at the South East corner of the South West Quarter of fractional Section No. 16 same Township and Range, thence North 9 1/2 chains to South line of the right of way of S. F. & N. E. Railway thence N. 45° along said line of right of way 26.10 chains to a stone thence South 1/2 chain to the North boundary of the said Quarter Section thence East 25 chains to the place of beginning containing 32.30 acres, aggregate 50 acres more or less with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Herbert A. Rogers do hereby covenant and agree, at the delivery hereof to be the lawful owner 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 Seven hundred and twenty eight and 50/100 Dollars according to the terms of One certain Note this day executed and delivered by the said Herbert A. Rogers to the said party of the second part: Payable on or before three years at the rate of seven percent per annum 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 Herbert A. Rogers his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Herbert A. Rogers (SEAL.)
Matilda Rogers (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17 day of March, A. D. 1892, before me L. D. Steele, a Notary Public in and for said County and State, came Herbert A. Rogers and Matilda 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 18 - 1894 L. D. Steele Notary Public.
Recorded March 17 - A. D. 1892, at 5 o'clock P - M. Lawrence Kansas

James Brooks Registrar of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 9th day of March.

E. W. Hancock

by J. W. Steele is attorney in fact

James Brooks

