

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 3 day of April in the year of our Lord one thousand eight hundred and ninety four between
 of Lawrence James L. Rogers unmarried
 of the first part, and Lewis E. Behret in the County of Douglas and State of Kansas
 of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: Beginning at the North West Corner of South West Quarter of Section No Twenty two (22) Township No Fourteen (14) South of Range No Ninety (9) East of 6th P.M. thence East on North line said Quarter Section ten (10) Rods; Thence South Eight (8) Rods; Thence West ten (10) Rods; Thence North Eight (8) Rods to beginning one half acre 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 James L. Rogers do hereby covenant and agree that at the delivery hereof he is 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 (400)

according to the terms of Three certain Notes this day executed and delivered by the said James L. Rogers to the said party of the second part: \$100 in one year \$100 in two years and \$100 in three years, interest at 8 per cent per annum payable annually, said Notes being for a balance of the purchase price of said premises.

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 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 party making such sale on demand to the said James L. 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

James L. Rogers (SEAL.)
 (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 3 day of April, A. D. 1894, before me L. I. Steele, a Notary Public in and for said County and State, came James L. Rogers

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.

My commission expires June 18 1894 L. I. Steele Notary Public.
 Recorded April 3 A. D. 1894, at 9 o'clock P M.

James Brooks Register of Deeds.

(See Book 31 Page 577 for Release)