

This Indenture, Made this 25th day of April in the year of our Lord one thousand eight hundred and ninety six between Herbert Rogers and Matilda Rogers his wife of Leocompton in the County of Douglas and State of Kansas of the first part, and Virby Bunnell of New York City N.Y. of the second part,

Witnesseth, That the said part all of the first part in consideration of the sum of Five Hundred 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 part y 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. Seven (7) in Township No. Twelve (12) S. of Range No. Nineteen (19) East of the 6th P.M. Thence South on line Nineteen and 1/2 (19 1/2) chains. Thence west twenty five (25) chains. Thence North Nineteen and 1/2 (19 1/2) chains to half line of quarter section. Thence east twenty five (25) chains to beginning of 47.70 acres. Also begin at S.E. corner of S.W. Quarter of fractional Sec. No. Six (6) T. 12 R. 19 thence North 91.6 chains to S. line right of way A. 7. 12 R. R. Thence North 16 1/2 (16 1/2) W. along said line of right of way 26.10 chains to a stone Thence South 16.1 chains to S. boundary of said quarter section thence East 25 chains to beginning of 32.30 acres. Aggregate 80 acres more or less and who hereinafter all limitation lands to the said tract as above and may hereby meet the above description with quality. with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Herbert Rogers and Matilda Rogers do hereby covenant and agree that at the delivery hereof they are the lawful owner S. 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 Five Hundred dollars

according to the terms of One certain promissory note this day executed and delivered by the said Herbert Rogers and Matilda Rogers to the said part y of the second part: payable in three years interest six per cent per annum

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 y 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 for making such sales, and the overplus, if any there be, shall be paid by the part making such sale on demand to the said Herbert Rogers and Matilda Rogers heirs and assigns.

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

Signed and delivered in presence of

L. D. Steele

H. A. Rogers

(SEAL.)

Matilda Rogers

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 25 day of April, A. D. 1896, before me, L. D. Steele, a Notary Public in and for said County and State, came Herbert A. Rogers and Matilda Rogers w/f 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 1898

Recorded April 25 A. D. 1896 at 2 o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

The following is notorised on the Original Instrument. The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged. As Witness my hand, this 4 day of Nov. A.D. 1897

Recorded Nov. 27 1897

By James Brooks Register of Deeds