

This Indenture, Made this Fourth day of March in the year of our Lord one thousand eight hundred and ninety six between Francis M. Rockenberry & Susanah Rockenberry, his wife of Palmyra Twp in the County of Douglas and State of Kansas of the first part, and John Dean of Melleville, Franklin County Kan. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eighteen Hundred (\$1800.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell 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 West half (1/2) of the South East Quarter (1/4) of Section Number Thirteen (13) Township Number Fifteen (15) Range Number Twenty (20) and containing Eighty Acres according to Government Survey.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Francis M. Rockenberry & wife do hereby covenant and agree that at 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 of every nature what-soever

This grant is intended as a Mortgage to secure the payment of the sum of Eighteen Hundred Dollars (\$1800.00) according to the terms of One certain Promissory Note this day executed and delivered by the said Francis M. Rockenberry and wife to the said party of the second part: and payable five years after date with interest payable annually at seven per cent. as per coupon note of even date herewith.

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 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 party making such sale on demand to the said Parties of the first part then heirs and assigns.

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

Signed and delivered in presence of

Francis M. Rockenberry (SEAL.)
Susanah Rockenberry (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Franklin } ss.

Be it Remembered, That on this 14th day of May, A. D. 1896, before me, J. F. Freshaw, a Notary Public in and for said County and State, came Francis M. Rockenberry and Susanah Rockenberry 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 Feb 76 1899

Recorded May 76 A. D. 1896, at 5 o'clock M.

Notary Public.

Register of Deeds.

The following is endorsed upon the original instrument:
The note herein described, having been paid in full, this mortgage is hereby released, and the same is hereby created discharged. At witness my hand, this 8 day of October A.D. 1901-

John Dean.

Recorded Nov. 7 1901
By J. F. Freshaw
Register of Deeds
By Willie B. Chapman, Deputy.