

This Indenture, Made this 6 day of November in the year of our Lord one thousand eight hundred and ninety Six between Willis E. Rogers, unmarried of Secompton in the County of Douglas and State of Kansas of the first part, and Lucy J. Rogers of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand 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: The Undivided half of the following described Real Estate to-wit: The South East fractional quarter of Section No. One (1) The North East quarter of Section No. Twelve (12) And the North West quarter of Section No. Seven (7) Except, Beginning at N. E. Corner of said N.W. 7. Thence South 19.08 chains, Thence West 12.5 chains, Thence North 19.08 chains Thence East 2.5 chains to begin-ning being 47.70 Acres more or less All in Township No. 22 North Range No. 10 West (19) East also except Right of way of A. D. 1896, N.E. Co. through said lands, with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
Willis E. 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

One Thousand Dollars

according to the terms of One certain Note this day executed and delivered by the said Willis E. Rogers and Harry Bailey to the said party of the second part: Payable Three years after date with interest at Eight 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, for 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 of making such sale on demand to the said Willis E. Rogers 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.

Sealed  
Signed and delivered in presence of

Willis E. Rogers (SEAL)

(SEAL)

(SEAL)

(SEAL)

Per Oklahoma  
STATE OF KANSAS,  
County of Cluster } ss.

Be it Remembered, That on this 10 day of Nov, A. D. 1896, before me, J. D. Silbreath a Notary Public in and for said County and State, came Willis E. 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 189  
Recorded Nov 14 A. D. 1896, at 3:30 o'clock P. M. Notary Public

J. D. Silbreath  
James Brooks Register of Deeds

The following is a true and correct copy of the original instrument as the same appears from the records of the State of Kansas, and is hereby released and the said party of the first part is discharged of the same.

Recorded April 17<sup>th</sup> 1901

J. D. Silbreath, Register of Deeds