

This Indenture, Made this 14th day of September in the year of our Lord one thousand eight hundred and ninety seven between James S. Rogers & Rickie E. Rogers his wife of Willow Springs Tp. in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part.

**Witnesseth,** That the said parties of the first part in consideration of the sum of One hundred and sixty five 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 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 northwest corner of southwest quarter of Section twenty-two (22), Township fourteen (14), Range nineteen (19), East of the 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 parties of the first part therein. And the said parties of the first part 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.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and sixty five Dollars according to the terms of two certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part: \$150.00 payable in two years and \$15.00 payable in ninety days to order of party of second part with interest at 8% from date

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 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, their heirs and assigns.

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

Signed and delivered in presence of

Jimmie Watt

James S. Rogers (SEAL.)

Rickie E. Rogers (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 14th day of Sept, A. D. 1897, before me, Jimmie Watt, a Notary Public in and for said County and State, came James S. Rogers and Rickie E. 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 30th March 1900 Jimmie Watt Notary Public.

Recorded Sept 16 A. D. 1897, at 7:20 o'clock A. M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument:  
 The note herewith described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged.  
 At witness my hand, this 28th day of Sept. A.D. 1899.  
Hugh Blair  
Wm. C. Fisher  
 Deputy Register of Deeds.  
 Recorded September 28th 1899  
 W. P. Sammon