

This Indenture, Made this Fifteenth day of November in the year of our Lord one thousand eight hundred and ninety seven between James S. Rogers and his wife Rickie E. Rogers of Willow Springs in the County of Douglas and State of Kansas of the first part, and G. B. Rogers, of Green, Clay County Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and forty 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 North West Corner of Southwest quarter of section No. Twenty-two (22), Township No. Fourteen (14) South of Range No. Nineteen (19) East of 1<sup>st</sup> P. M. Thence East on North line of said quarter section Six (6) Rods; Thence South Eight Rods; Thence West Six Rods; Thence North Eight Rods to beginning being one half (1/2) Acre more or less same property conveyed to me by deed Recorded 51 B 5498.

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 except a certain First Mortgage of One Hundred and Sixty Five Dollars, which is recorded in Register of Deeds of Douglas County.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and forty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said parties of the first part to the said party of the second part: and payable on March 1<sup>st</sup> 1900 at Green, Clay County Kansas, and drawing 10 percent annual interest

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, then 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

J. B. Kenyon

James S. Rogers (SEAL)

Rickie E. Rogers (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 15<sup>th</sup> day of November, A. D. 1897, before me, James S. Rogers and his wife Rickie E. Rogers, a Notary Public in and for said County and State, came James S. Rogers and his wife Rickie E. Rogers to me personally known to be the same person s 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 May 29<sup>th</sup> 1898 J. B. Kenyon Notary Public.  
Recorded Nov 15 A. D. 1897, at 2 o'clock P. M.

James B. Brook Register of Deeds.

Followed by Book 37 Page 222