

This Indenture, Made this 3rd day of June in the year of our Lord one thousand eight hundred and ninety seven between Michael Rogers and Manerva J. Rogers, his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and J. B. McNary of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One hundred thirty 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: South half (1/2) Lots Eighty three (83), Eighty four (84) and Eighty seven (87), situated on Jersey Street, Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Michael Rogers and Manerva J. 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 One hundred thirty five Dollars and 7/8 interest thereon according to the terms of Seven certain promissory notes formally this day executed and delivered by the said Michael Rogers and Manerva J. Rogers to the said party of the second part: All the notes dated Sept 5th 95, Six for twenty Dollars each and last one for fifteen Dollars All bearing Seven percent interest paid to Sept 5-96 first note of twenty Dollars due Sept 5-97, and one each quarter thereafter until all paid 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 therefor, 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 Michael Rogers, his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Michael Rogers (SEAL.)
Manerva Rogers (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 3 day of June, A. D. 1897, before me, J. E. Hair, a Notary Public in and for said County and State, came Michael Rogers and Manerva J. Rogers, his wife 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 Aug 3rd 1900 J. E. Hair Notary Public.
Recorded Nov 26 A. D. 1897, at 7 o'clock A. M.

James Brooke Registrar of Deeds

This following is indorsed on the original instrument
The note herein described having been paid in full this Mortgage
is hereby released and the heirs thereof created discharged
As Witness my hand this 25th day of December A.D. 1898.
J. B. McNary

Witness
J. B. McNary

Recorded Dec 24th 1898.

Ass 33-90