

the costs and charges of making such sale, and the surplus if any there be, shall be paid by the party making such sale, or demand to the said parties of the first part, their heirs and assigns. In testimony whereof, the said parties of the first part, have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of—

A. H. Rowley (seal)

Mrs. Ellen Rowley (seal)

State of Kansas, }
Douglas County, }

I Be it remembered that on this 31st day of March A.D. 1900, before me, Wm. H. Mason a Notary Public in and for said county and state came Adrain H. Rowley and Ellen Rowley 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.

Wm. H. Mason

My commission expires Feb. 2-1902.

Notary Public

Recorded March 31, A.D. 1900 at 4 o'clock, P.M.

A. H. Rowman

Register of Deeds—

This indenture, made this 1st day of March in the year of our Lord nineteen hundred between Phillip Rorer and Marie Rorer his wife of Hopedale in the county of Douglas and State of Kansas, of the first part, and Louis Paul of Burlington Iowa of the second part; Witnesseth, that the said parties of the first part, in consideration of the sum of six hundred and fifty 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: The south half of the north west quarter of section eight (8) Township fourteen (14) Range nineteen (19), with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Phillip Rorer and Marie Rorer his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of all good and indefeasible estate of inheritance, free, clear and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of six hundred and fifty dollars, according to the terms of a certain promissory note this day executed by the said Phillip Rorer and Marie Rorer his wife to the said party of the second part. Said note being given for the sum of six hundred and fifty dollars, dated Mch. 1st 1900, due and payable in