This indenture made this 16th day of April, in the year of our Lord nineteen hundred, between George D. Rogers and Nellie D. Rogers, his wife (being of lawful age), of the County of Douglas, and State of Kansas, of the first part, and Wilder S. Metcalf of Lawrence Kansas, of the second part, witnesseth, that the parties of the first part, in consideration of the sum of $1000. Ten hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part, his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to-wit: Lots Three (3) and Four (4) in Block fourteen (14) in Babcock's enlarged Addition to the City of Lawrence except twenty five feet off the east side of said lots. with 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, that they have good right to sell and convey said premises, and that will warrant and defend the same against the lawful claims of all persons. This grant is intended as a mortgage to secure the payment of the sum of $1000. Ten hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part, to-wit: Note No. 1; for Ten hundred Dollars, due May 1st 1905, all dated April 16th 1900, payable to Wilder S. Metcalf or order, at the Importers' and Traders' National Bank of New York City N. Y. with interest payable semi-annually on the first days of May and November in each year, according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent, and — will keep the buildings on said property insured for $1000. in some approved Insurance Company, payable, in case of loss, to the mortgagee or assigns and deliver the policy to the mortgagee as collateral security thereto. Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part; and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party or his assigns, interest at the rate of ten per cent per annum, computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent. per annum, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at ten per cent per annum, in any suit for foreclosure of this mortgage, and it shall be lawful for the party of the second part, his executors, administrators or assigns, at any time

The following is endorsed on the original instrument—
For value received. I hereby sell and assign the within mortgage and the notes therein described, to Lucy H. Metcalf Upton of Colorado Springs, Colorado. As witness my hand this 14 day of May 1900.
Wilder S. Metcalf.
State of Kansas } ss.
County of Douglas }
Be it remembered, that on this 15th day of May 1900 appeared before me, a Notary Public in and for said County and State, Wilder S. Metcalf, to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution thereof. In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
(L.S.) C. M. Manter,
Notary Public.
My commission expires January 23rd 1904—
Recorded Mch. 1st 1902 G. F. Sorman, Register of Deeds, By Willie B. Sorman, Deputy.

The following is Endorsed on the original instrument
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 26th day of December 1905.
Lucy H. ~~Metcalf~~ Upton by
Irving W. Metcalf Atty in fact
Recorded Dec 30th 1905.
A. W. Armstrong, Register of Deeds.