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This indenture made this first day of August in the year of our Lord one thousand nine hundred between Geo. D. Rogers and Nellie A. Rogers, his wife, of Lawrence in the county of Douglas and State of Kansas, of the first part, and M. J. Wheeler of the second part, witnesses, that the said party of the first part, in consideration of the sum of Five hundred 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, 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: All of Lots No. one and No. two in Block No. fourteen Babcock's enlarged addition to the city of Lawrence Kansas - excepting and reserving twenty five feet off the east end of said lots, with the appurtenances, and all the estate title and interest of the said party of the first part therein. And the said Geo. D. Rogers and Nellie A. Rogers 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, 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 five hundred dollars according to the terms of one certain promissory note, executed by the said Geo. D. Rogers and Nellie A. Rogers, to the said party of the second part. Said note being given for the sum of Five hundred dollars, dated August 22nd 1900, due and payable in five years from date thereof with interest thereon from the date thereof, until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof. Taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the party of the second part, and it shall be lawful for the party of the second part, executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the party of the second part, executors, administrators or assigns; and out of all the money arising from such sale to retain the amount then due or to become due according to the conditions of this instrument together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Geo. D. Rogers and Nellie A. Rogers, 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.

do hereby acknowledged and the lien hereby created discharged, as witness my hand, this 21st day of October A.D. 1901. George B. West

Geo. D. Rogers (2226)
Nellie A. Rogers (2226)

Recorded Oct 21 1901
Flora L. Lawrence
Register's Office