

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this fourth day of February in the year of our Lord, Nineteen
hundred and Nine, between F. L. Pope and Cynthia A. Pope, Husband
and wife of Lorraine in the County of
Douglas and State of Kansas, of the first part, and John S. Rogers of Lorraine
Kansas of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of
Eleven Hundred and Fifty (\$150) 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 West half (1/2) of the South West Quarter
(14) of Section No Thirty (30) in Township No Twelve (12) South of Range
No Nineteen (19) East of the Sixth (6) Principal Meridian, Kansas, con
taining Eighty (80) acres more or less. This mortgage is given to
secure a balance of the purchase price of said land.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
F. L. Pope and Cynthia A. Pope 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 inalienable
estate of inheritance therein, free and clear of all incumbrances and will warrant and defend the
same in the quiet and peaceable possession of said party of second part.

This Grant is intended as a Mortgage to secure the payment of the sum of
Eleven Hundred and fifty Dollars
according to the terms of one certain Coupon Note this day executed
and delivered by the said F. L. Pope and Cynthia A. Pope to the said party of the second part
payable in four years from March 1, 1903, with interest at 6% per annum
payable annually according to note and five Coupons attached.

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; and out of all the moneys arising from
such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if
any there be, shall be paid by the party making such sale, on demand, to said F. L. Pope his
heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part have hereunto set their hand and seal the day and year first above
written.

Signed, Sealed and Delivered in Presence of

F. L. Pope [SEAL.]

[SEAL.]

Cynthia A. Pope [SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas ss.BE IT REMEMBERED, That on this 4th day of February A. D. 1903, before meL. D. Steele a Notary Public in and for said County and State, cameF. L. Pope and Cynthia A. Pope his wifeto me personally known to be the same
person who executed the foregoing instrument and duly acknowledged the execution of the same.IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and
year last above written.My Commission Expires June 20 1906L. D. Steele
Notary Public,
Lorraine, KansasFiled for Record the 5th day of February A. D. 1903, at 4⁴⁰ o'clock A. M.A. W. Armstrong Register of Deeds.

Deputy.

For Release See Book 48 Pg 513 (Unrecorded See Book 48 Pg 514)