

MORTGAGE RECORD No. 43.

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MORTGAGE Standard Form. JOURNAL CO., PRINTERS, BUREAU AND BUREAU BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this ninth day of August in the year of our Lord, 1908
Hundred and five, between
D. B. Rogers and Emma H. Rogers, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and H. R. Lamm of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Two Hundred Dollars,
to have duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage
to the said part 2d 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:

Lot No. One Hundred and Sixty-four (164) Rhode Island Street,
Lawrence, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
D. B. Rogers and Emma H. Rogers do hereby covenant and agree that
at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefeasible
estate of inheritance therein, free and clear of all incumbrances except a mortgage of 1000 given to John
L. Gibb recorded in Book 39, Page 697.

This Grant is intended as a Mortgage to secure the payment of the sum of
Two Hundred Dollars
according to the terms of one certain note this day executed
and delivered by the said D. B. Rogers to the said part 2d of the second part
for Two Hundred Dollars at 6% interest due on or before one year
from date hereof.

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 part 2d 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 part 2d making such sale, on demand, to said D. B. Rogers his
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set his hand and seal the day and year first above
written.

Signed, Sealed and Delivered in Presence of

D. B. Rogers [SEAL]
Emma H. Rogers [SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 9th day of August A. D. 1908, before me

J. D. Lennon a Notary Public in and for said County and State, came
D. B. Rogers and Emma H. Rogers, his wife
to 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 March 3rd 1910.

J. D. Lennon Notary Public.

Filed for Record the 9th day of August A. D. 1908, at 10¹² o'clock A. M.
A. B. Armstrong Register of Deeds.
Deputy.

The following is referred to in the original instrument
My wife Emma described having been paid by me
This mortgage is hereby released and the title hereby
restored to the said D. B. Rogers
Dated at Lawrence, Kan. Sept. 26th 1908.
H. R. Lamm.

Registered Sept. 26th 1908
A. B. Armstrong
Register of Deeds