

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. Journal Co. Printers. Binders and Blank Book Makers. Lawrence, Kan.

This Indenture, Made this 20<sup>th</sup> day of September in the year of our Lord, 1905  
between D. B. Rogers and Emma H. Rogers  
husband and wife, of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
John A. Banks of St. Catherine, Ontario of the second part:  
 Witnesseth, That the said part of the first part, in consideration of the sum of  
Three Hundred and Twenty (\$20) 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 part 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 Number One Hundred and Seventy One (171) on  
Tennessee Street in the City of Lawrence said county  
and state.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
D. B. Rogers do hereby covenant and agree that  
 at the delivery hereof he is 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

This Grant is intended as a Mortgage to secure the payment of the sum of  
Three Hundred and Twenty Dollars note  
 according to the terms of one certain promissory this day executed  
 and delivered by the said D. B. Rogers and Emma H. Rogers to the said part of the second part  
payable three years after date with interest at the rate of seven  
percent per annum as per 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 part 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 making such sale, on demand, to said D. B. Rogers, his  
 heirs and assigns, with privilege of paying in principal \$500.00 or any multiple thereof after two years from date  
and interest from date

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  
Geo. A. Banks

D. B. Rogers [SEAL]  
Emma H. Rogers [SEAL]  
Geo. A. Banks [SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 20<sup>th</sup> day of September A. D. 1905, before me  
Geo. A. Banks a Notary Public in and for said County and State, came  
D. B. Rogers and Emma H. Rogers husband and 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 Nov 27 1906

Geo. A. Banks Notary Public.

Filed for Record the 20 day of Sept A. D. 1905, at 2<sup>55</sup> o'clock P. M.

A. W. Armstrong Register of Deeds.  
By Elmer Armstrong Deputy.

The following is copy of the original instrument:  
 The Note hereon described having been paid in full this mortgage  
 is hereby released and the lien hereby created is extinguished.  
 Witness my hand this 20th day of July 1906.  
 J. A. Banks, Notary Public.  
 Recorded July 10<sup>th</sup> 1906.  
 W. A. Armstrong, Register of Deeds.