

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 2nd day of July in the year of our Lord, Nineteen
hundred and six, between D. B. Rogers and Emma H. Rogers
his wife of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

John L. Gibb of the second part:
 Witnesseth, That the said part ies of the first part, in consideration of the sum of
Eight Hundred Dollars,
 to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage
 to the said part 7 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 four (174) 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 ies 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 owner s 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
Eight Hundred Dollars
 according to the terms of One certain Note this day executed
 and delivered by the said Parties of the first part to the said part 7 of the second part
Payable five years after date with interest thereon according
to terms of said note and coupons thereon 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 7 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 ies making such sale, on demand, to said Parties of the first part their
 heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal d the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

Jennie Watt

D. B. Rogers

Emma H. Rogers

Jennie Watt

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 10th day of July A. D. 1906, before me

Jennie Watt a Notary Public in and for said County and State, came
D. B. Rogers & Emma H. Rogers his wife

to me personally known to be the same
 person s 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 30 Mch 1908

Jennie Watt

Notary Public.

Filed for Record the 10th day of July A. D. 1906, at 11³⁵ o'clock P. M.
A. W. Armstrong Register of Deeds.

Deputy.

This record is hereby released and the
 lien hereby waived discharged. As witness my
 hand and seal of office, this 10th day of July, A. D. 1906.

John L. Gibb
 J. M. Hargis

Recorded Dec 31 1912
 Floyd L. Lawrence
 Register of Deeds