

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON, CO. PRINTERS, HINDERS AND HENDRICKS, LAWYERS, KAN.

This Indenture, Made this Sixth day of February in the year of our Lord Nineteen
Hundred and Eight, between Riley H. Rogers, a single man,
Douglas in the County of

Douglas and State of Kansas, of the first part, and

Jennie K. Watt of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of
Three Hundred (\$300.) Dollars,
 to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth grant, bargain, sell and mortgage
 to the said part y of the second part her 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 that part of the North half of the North
 half of Lot No. Six (6), in Section No. Nineteen
 (19), in Township No. Twelve (12) South, of Range No.
 Twenty (20), East of the 6th P. M., lying East of the
 right of way of the Union Pacific Railway Company, containing 5.41
acres less .23 acres conveyed to the Union Pacific Railroad Company by deed re-
corded in Book "1" at Page
with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said

Riley H. Rogers doth 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 and that he will warrant & defend the same in the

quiet & peaceable possession of the said part y of the second part, her heirs and
 assigns forever against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of

Three Hundred Dollars

according to the terms of one certain mortgage note this day executed

and delivered by the said party of the first part to the said part y of the second part

due in One year from date hereof, with interest as evidenced
thereby.

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 y of the second part, her 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 y making such sale, on demand, to said party of the first part, his
 heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Sidney Rogers
Isabel Sauls

Riley H. Rogers. [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 6th day of February A. D. 1908, before me

the undersigned a Notary Public in and for said County and State, came

Riley H. Rogers, an unmarried man
 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 Dec. 13th 1908

Wm. T. Sinclair
 Notary Public.

Filed for Record the 15th day of Feb. A. D. 1908 at 3 o'clock P.M.

All Amstrong Register of Deeds.
By Eric C. Armstrong Deputy.

This note having been paid in full this mortgage
 is hereby released and the lien hereby created discharged
 as witness my hand this 14th day of Feb. 1908
 Jennie K. Watt

Recorded March 11 1910
 Floyd L. Lawrence
 Register of Deeds