

MORTGAGE RECORD NO. 58

This Indenture, Made this Tweelfth day of March in the year of our Lord one thousand and nineteen (1919) between C. D. Rogus and Evelyn M. Rogus, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and M. S. Nell of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of five hundred 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:

Lot fifteen (15) in Block three (3) in Crossroads subdivision of Block fifteen (15) Baker's Enlarged addition to Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. D. Rogus and Evelyn M. Rogus, his wife 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.

This Grant is intended as a Mortgage to secure the payment of the sum of five hundred dollars according to the terms of one certain note this day executed and delivered by the said C. D. Rogus and Evelyn M. Rogus, his wife to the said party of the second part for the sum of \$500.00 payable two years after date at Washington National Bank with interest at eight per cent per annum after date and payable annually and the 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part or their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

C. D. Rogus (SEAL)
Evelyn M. Rogus (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 15 day of March A. D. 1919, before me,

C. D. Rogus and Evelyn M. Rogus, his wife
(L.S.) parties to me personally known to be the same persons 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 April 10 1920 A. F. Flynn Notary Public.

Filed for Record the 15 day of March A. D. 1919, at 11:30 o'clock a.M.

Estelle M. Thompson Register of Deeds
Deputy.

One hundred & no more on the original instrument. Every note herein described having been paid in full, this mortgage is hereby released and the land hereby granted discharged. As witness my hand this 15 day of March A. D. 1919.

M. S. Nell

J. C. Benn

Recorded April 16, 1919
Estelle M. Thompson
Register of Deeds

DEEDS STATE BANK