

MORTGAGE RECORD - 59.

This Indenture, Made this Fifth day of April

year of our Lord one thousand nine hundred and Twenty one in the
C. D. Rogers & Evelyn Rogers, (his wife)
 of Lawrence, in the County of Douglas and State of Kansas, of the first part, and
Breidts University of Wichita, Kansas

Witnesseth, That the said part is of the first part, in consideration of the sum ofFive hundred

DOLLARS,

part y of the second part, its 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. Sixteen (16) Block No. Three (3) Gransons Subdivisions of Block Fifteen (15) Babcocks Enlarged Addition to Lawrence, Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said

C. D. Rogers & Evelyn Rogers do hereby covenant and agree that at the delivery hereof they at 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 they will warrant and defend the same against all claims whatsoever. 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 promissory note is this day executed by said

C. D. Rogers & Evelyn Rogers to the said part y of the second part; said note being given for the sum of Five hundred DOLLARS,

dated April 5 1921, due and payable in Three year 2 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of Twenty Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part is of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgage, in the sum of Five hundred DOLLARS,

in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part is of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y of the second part, its executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not, at the option of the part y of the second part, its executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part y making such sale, on demand, to the said C. D. Rogers heirs and assigns.

In Testimony Whereof, The said part is of the first part has hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

C. D. Rogers (SEAL)
Evelyn Rogers (SEAL)

STATE OF KANSAS: Arkansas
Union County,) ss.

Be It Remembered, That on this 8th day of April A. D. 1921, before me,
Ruth Martin, a Notary Public in and for said County and State, came

(R.S.)

C. D. Rogers

who is with me personally known to be the same person who executed the foregoing instrument of writing, 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 Mar 7 1925

Ruth Martin
 Notary Public.

This instrument was filed for record on the day of April A. D. 1921, at Wichita Mo.

State of Kansas
Douglas County } ss.

Be it Remembered, that on this 13 day of April A.D. 1921, before me John M. Newlin, a Notary Public in and for said County & State, came Evelyn Rogers wife of C. D. Rogers who is personally known to me to be the same person who executed the within instrument, granting and such person duly acknowledged the execution of the same.
 In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. John M. Newlin
 my Commission expires March 20, 1922 (L.S.) Notary Public.

Recorded April 13, 1921. Estelle Northrup Register of Deeds
 at 10 o'clock A.M.

Recorded Sept. 13 1922
Joan C. McLennan
 Register of Deeds

The note herein described has been paid in full, this mortgage is hereby released and the lien thereby created discharged.
 As witness my hand this 29 day of Sept. A.D. 1925
Breidts University of Wichita
By D. W. Bingham Secretary