

## MORTGAGE RECORD NO. 63

SAM L. DODD WORTH STATIONERY CO. KANSAS CITY, MO. 64101

in the year of our Lord  
make  
in the County of  
of the second part:  
ation of the sum of  
DOLLARS,  
s do. grant, bargain,  
that tract or parcel of land  
half of  
Range 20  
and as a

And the said  
premises, above granted,  
nt of the sum of  
ed.  
y of the second part

uch payments or any part  
become absolute, and the  
manner prescribed by law;  
with the cost and charges  
d, to said  
heirs and assigns.  
hand and seal

ke (SEAL)  
(SEAL)  
(SEAL)

A. D. 1923, before me,  
County and State, came  
e personally known to be  
of the same.  
I seal on the day and year

Notary Public.  
9:20 o'clock A. M.  
Register of Deeds.  
Deputy.

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby  
released and the lien thereby created discharged.  
As witness my hand this 11 day of April, A. D. 1923  
C. J. Fischer.

Recorded April 22 1923  
J. E. McElman  
Register of Deeds

This Indenture, Made this 11th day of September in the year of our Lord  
nineteen hundred & twenty three, between Walter E. Rogers and Bertha  
M. Rogers, his wife of Coffey in the County of  
Coffey and State of Kansas, of the first part, and  
C. J. Fischer of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of  
Four Hundred Eighty Eight and 7/10 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 & seventeen (117) on  
High Street in the City of Baldwin

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

Walter E. Rogers

does 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 except one mort-  
gage of \$611.80 in favor of the Laurence Building & Loan Association

This Grant is intended as a Mortgage to secure the payment of the sum of  
Four Hundred eighty-eight and 7/10 Dollars  
according to the terms of one certain promissory note  
and delivered by the said parties of the first part to the said part of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 of making such sale, on demand, to said

parties of the first part, 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

Walter E. Rogers (SEAL)  
Bertha M. Rogers (SEAL)  
(SEAL)

STATE OF Kansas } ss.  
Douglas County }

BE IT REMEMBERED, That on this 11th day of September A. D. 1923, before me,

L. S. the undersigned a Notary Public in and for said County and State, came  
Walter E. Rogers and Bertha M. Rogers

to me personally known to be  
the same person who executed the foregoing instrument and duly acknowledged 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 January 26, 1924 A. L. Thompson Notary Public.

Filed for Record the 7th day of December A. D. 1923, at 9:30 o'clock A. M.  
J. E. McElman Register of Deeds.  
Deputy.