

MORTGAGE RECORD NO. 55.

This Indenture, Made this 8th day of December in the year of our Lord
Nineteen hundred and fifteen, between James E. Daniels and Luella
Daniels, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Alfred H. Rogers and Jennie M. Rogers, husband and wife of the second part:
 WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
One thousand and no/100 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 2d of the second part their 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:

The Southeast fractional quarter of Section number One (1) and
the Northeast quarter of Section number Twelve (12) all in Township
Number Twelve (12) Range number Eighteen (18) except the right of
way of A. T. & S. F. R. R. Company

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
James E. Daniels and Luella Daniels his wife
 do hereby covenant and agree that at the delivery hereof they are 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 with exception of mortgage
of thirty five hundred under date July 1-1915

This Grant is intended as a Mortgage to secure the payment of the sum of

One thousand and no/100 Dollars
 according to the terms of One certain Note this day executed
 and delivered by the said James E. Daniels and Luella Daniels his wife to the said part 2d 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 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 parties of the second part, then executors, administra-
 tors 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 2d 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 presence of

C. M. McKeen

Lawrence, Kans.

James E. Daniels (SEAL)

Luella Daniels (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 8th day of December A. D. 1915, before me,
F. B. Whipple a Notary Public in and for said County and State, came
James E. Daniels and Luella Daniels, his wife
 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 Jan 27 1917 F. B. Whipple Notary Public.

Filed for Record the 8th day of Dec, A. D. 1915, at 4:21 o'clock PM.

Ray L. Lawrence Register of Deeds.
Geo. C. Metzger Deputy.

This mortgage is subject to the lien of the first mortgage of record in the County of Douglas, State of Kansas, in favor of the First National Bank of Lawrence, Kansas, A. D. 1915.

Dec. 27 1915

F. B. Whipple

Assignment See Book 57, p. 180