

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 15<sup>th</sup> day of December in the year of our Lord 1916, between Clarkson D. Rogers and Evelyn Rogers, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and F. M. Elliott of the second part:

WITNESSETH, That the said part 1st 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 part 2nd 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:

Lot number fifteen (15) in Block number three (3) of the subdivision of Block number fifteen (15) in Babcock's Enlarged Addition to the City of Lawrence, said County of State

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company approved by this mortgage with mortgage clause making loan payable to said mortgage or assigns, as interest may appear, and failing to do so holder of mortgage may have same insured at the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said

Parties of the first part

do hereby covenant and agree that at the delivery hereof they are the lawful owner S. of the premises, above granted, and seized of a good and indefeasible 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 Parties of the first part to the said part 2nd of the second part

payable five years after date with interest thereon according to said note and coupons thereto attached.

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 2nd 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 surplus, if any there be, shall be paid by the part 2nd making such sale, on demand, to said

Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand S. and seal S the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Watt

Clarkson D. Rogers (SEAL)

Evelyn Rogers (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 16<sup>th</sup> day of December A. D. 1916, before me,

Jennie Watt a Notary Public in and for said County and State, came

Clarkson D. Rogers and Evelyn Rogers, his wife to me personally known to be

the same person S. 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 30<sup>th</sup> Mch 1920

Jennie Watt

Notary Public.

Filed for Record the 16<sup>th</sup> day of Dec A. D. 1916, at 2<sup>01</sup> o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Geo. C. Wotyl 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 is discharged.  
As witness my hand this 15<sup>th</sup> day of Dec A. D. 1916  
Attest: Jennie Watt F. M. Elliott

Recorded Dec 15<sup>th</sup> 1916  
Editha P. Wallace, Register  
County of Douglas