

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM, Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 7th day of January in the year of our Lord nineteen
hundred thirteen, between James A McElroy and Maud
L McElroy his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

The Lawrence National Bank of Lawrence of the second part:
Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Two hundred Seventy Five 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 its successors 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:

North 25 feet Lot 7 and South 37 1/2 feet Lot 8 Block 7
Bahachka Addition to Lawrence, Kansas
including 10 room house thereon

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
James A McElroy and Maud L McElroy 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 except \$500.

This Grant is intended as a Mortgage to secure the payment of the sum of
Two hundred Seventy Five \$
according to the terms of one certain note this day executed
and delivered by the said James A McElroy and Maud L McElroy to the said part 2d of the second part
The Lawrence National Bank

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 2d of the second part, its successors 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 2d making such sale, on demand, to said J A McElroy
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

James A. McElroy [SEAL]
Maud L McElroy [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED That on this 9th day of January A. D. 1913, before me,
Geo H Stahne a Notary Public in and for said County and State, came
James A McElroy and Maud L McElroy
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 25 1914

Geo H Stahne
Notary Public.

Filed for Record the 14 day of Jan A. D. 1913, at 9³⁰ o'clock a M.

Dwight L. Lawrence Register of Deeds.
Deputy.

Recorded Mar 3 1913
Geo H Stahne
 Notary Public
 Register of Deeds
 Douglas County
 Kansas