

Mortgage Record No. 52.

This Indenture, Made this 7th day of August in the year of our Lord

nineteen hundred and thirteen, between J. G. McElhinny and Mary R. McElhinny, his wife of Lawrence in the County of Douglas, State of Kansas, of the first part, and Merchants Loan and Savings Bank, Lawrence, Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve 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 party of the second part, its successors 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 seventy nine (79) Kentucky street, Lawrence Kansas,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. G. McElhinny and Mary R. McElhinny 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 indefensible 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 Twelve hundred dollars according to the terms of one certain note this day executed and delivered by the said J. G. McElhinny & Mary R. McElhinny the said party 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 party of the second part, their successors, heirs, 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 to the party making such sale, on demand, to said J. G. McElhinny and Mary R. McElhinny their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

J. G. McElhinny (SEAL)
Mary R. McElhinny (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 7th day of August A. D. 1913, before me, Hugh Blair a Notary Public in and for said County and State, came J. G. McElhinny and Mary R. McElhinny his wife to me personally known to be the same person 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 28th Decr 1913 Hugh Blair Notary Public.

Filed for Record the 13th day of Aug A. D. 1913, at 9th o'clock A. M.
Floyd L. Lawrence Register of Deeds.
R. M. McConnell Deputy.

This Indenture is subject to the original instrument in which the same is duly acknowledged and the same is hereby acknowledged and the same is hereby acknowledged and the same is hereby acknowledged.

Recorded Aug 8 - 1913
Estelle J. Partridge
Register of Deeds

This Indenture is subject to the original instrument in which the same is duly acknowledged and the same is hereby acknowledged and the same is hereby acknowledged.

Recorded Aug. 23rd 1913
Floyd L. Lawrence
Register of Deeds