

Mortgage Record No. 52.

This Indenture, Made this Fifteenth day of July in the year of our Lord Nineteen hundred thirteen (1913), between W. H. McElure, a single man of Lawrence in the County of Douglas and State of Kansas, of the first part, and Lizzie M. Hunzicker of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Eight hundred and no/100 - (\$800.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party 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 One hundred sixty-two (162) on Louisiana Street in the city of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said W. H. McElure, a single man, 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars according to the terms of and certain note this day executed and delivered by the said W. H. McElure to the said party of the second part as part of the purchase price for said premises

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 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 party making such sale, on demand, to said W. H. McElure, his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

W. H. McElure

STATE OF KANSAS,
Republic County } ss.

BE IT REMEMBERED, That on this 4 day of Sept A. D. 1913, before me, Chancie A. Haines a Notary Public in and for said County and State, came W. H. McElure, a single man,

L. S. 3

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 Aug 7 1916 Chancie A. Haines Notary Public.

Filed for Record the 6 day of Sept A. D. 1913, at 3 o'clock P. M.

Floyd L Lawrence Register of Deeds.
R M McConnell Deputy.

This instrument is subject to the original instrument. The same herein described having been paid in full, this instrument is hereby released and the same is hereby acknowledged. As witness my hand and seal this 4th day of Sept. A. D. 1913.

Recorded - J. S. 3
Floyd L Lawrence
F. L. Lawrence
R. M. McConnell