

Mortgage Record No. 52.

This Indenture, Made this 28th day of November in the year of our Lord

Sarah B. Elledge, his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and

John B. Elledge and of the second part:

Seven 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 of of the second part his 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 (4) Six (106) on New York street in the City of Lawrence, said County and 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 companies or companies approved of by this mortgagee with mortgage clause making loss payable to said mortgagee, or his assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage to draw interest until paid at 10%

with all the appurtenances, and all the estate, title and interest of the said part us 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 Seven 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 of of the second part

Payable one year after date with interest thereon according to the terms of said note

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 of 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 part of making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part us 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

John B. Elledge (SEAL)

Sarah B. Elledge (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 28th day of November A. D. 1913, before me,

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

John B. Elledge and Sarah B. Elledge, 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 30th Feb 1914

Jennie Watt

Notary Public.

Filed for Record the 3rd day of Dec A. D. 1913, at 8:40 o'clock A. M.

Floyd Lawrence Register of Deeds.

Geo. C. Hight Deputy.

One following is returned on the original instrument: The note herein described having been paid in full, this mortgage is hereby released and the same hereby canceled and discharged. As witness my hand this 28th day of November, A. D. 1913.

Recorded Feb 3 1914

Floyd Lawrence
Register of Deeds
Geo. C. Hight
Deputy