

Mortgage Record No. 52.

This Indenture, Made this 8th day of December in the year of our Lord nineteen hundred and thirteen.

between James A. McElroy & Maud L. McElroy his wife of Lawrence Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence, Kans. of the second part;

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four hundred fifty DOLLARS, to duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part of the second part its 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:

South fifty feet of Lot Seven Block seven Babcock's Enlarged addition, known as 1647 Ky. St.

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

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred fifty Dollars according to the terms of One certain Note this day executed and delivered by the said James A. McElroy & Maud L. McElroy to the said part of the second part The Lawrence National Bank.

Said Note Dated Nov. 24th 1913 and Due one year after date 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 the second part, its heirs, 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 the first part making such sale, on demand, to said James A. McElroy heirs and assigns.

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

Signed, Sealed and Delivered in presence of James A. McElroy (SEAL) Maud L. McElroy (SEAL)

For Release see Book 52 Page 210. For Release see Book 51 Page 523. For Release see Book 54 Page 184.

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 8th day of December A. D. 1913, before me, Geo. W. Kuhne a Notary Public in and for said County and State, came James A. McElroy & Maud L. McElroy 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 Jan 25 1914 Geo. W. Kuhne Notary Public.

Filed for Record the 10th day of Dec, A. D. 1913, at 9:30 o'clock A. M. Floyd L. Lawrence Register of Deeds. By Geo. C. Wetzel Deputy.

This document is returned to the original instrument. The work herein described having been paid in full, this document is hereby returned and the

Recorded Dec 17th 1913