

Mortgage Record No. 52.

On following is returned on the official instrument
Wherein is a receipt having been filed in full, the day of the month of 1915.
Man hereby created unchanged. As witness my hand this 12th day of March 1915.

Recorded Nov 13th 1915
Floyd L. Lawrence
Notary Public
Geo. B. Mettall

This Indenture, Made this First day of February in the year of our Lord
Thirteen hundred and fifteen, between Robert L. Elyn & Mary J. Elyn, his wife
of Douglas and State of Kansas, of the first part, and
J. R. Pettyjohn & Co. of Olathe, Johnson County, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
One thousand and no/100 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 parties of the second part their 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:

The East half (1/2) of the Southeast quarter (1/4) of Section number
thirty-five (35), Township number Thirteen (13), Range number
Twenty (20), East of the Sixth Principal Meridian in Douglas County,
Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties 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 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
One thousand and no/100 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 parties of the second part
Said note dated Olathe, Ka, Feb. 1. 1915 due one year after date bearing 10% interest from maturity until paid.

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,
of, 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 parties of the second part, their executors, adminis-
trators 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 parties making such sale, on demand, to said
parties of the first part their 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
J. W. Thomas Robert L. Elyn (SEAL)
Mary J. Elyn (SEAL)

STATE OF KANSAS,
Shawnee County } ss.

BE IT REMEMBERED, That on this 6th day of February A. D. 1915, before me,
T. J. Nichols a Notary Public in and for said County and State, came
Robert L. Elyn & Mary J. Elyn, 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 Feb. 7th 1918 T. J. Nichols Notary Public.

Filed for Record the 10th day of May A. D. 1915, at 9:46 o'clock A.M.
Floyd L. Lawrence Register of Deeds.
Geo. B. Mettall Deputy.