

MORTGAGE RECORD NO. 55.

This Indenture, Made this First day of November in the year of our Lord
Fifteen hundred and fifteen, between Robert L. Ely and Mary J. Ely, his wife
Ely of Endora in the County of

Douglas and State of Kansas, of the first part, and
J. D. Pettyjohn & Co., of Olatche Johnson County, Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Fifteen hundred 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 part ies 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 (6th) Principal Meridian in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies 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

Fifteen hundred & 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 part ies of the second part
said Note dated Olatche Kansas, November 1st, 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,
 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 ies of the second part, their executors, administra-
 tors 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 ies making such sale, on demand, to said
parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

J. M. Thomas

Robert L. Ely
Mary J. Ely

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this

10th day of November A. D. 1915, before me,
A. A. Wood a Notary Public in and for said County and State, came
Robert L. Ely and Mary J. Ely, 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 Apr 10 1917

A. A. Wood

Notary Public.

Filed for Record the 10th day of Nov.

A. D. 1915 at 350 o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Geo. C. Metzger Deputy.

(This mortgage is subject to the original instrument)
 The mortgagee herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand and seal this 10th day of Nov. A. D. 1915.

Recorded Dec 30 1916

Floyd L. Lawrence

Geo. C. Metzger

(This mortgage is subject to the original instrument)
 The mortgagee herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand and seal this 10th day of Nov. A. D. 1915.

Recorded Dec 30 1916

Floyd L. Lawrence

Geo. C. Metzger