

MORTGAGE RECORD NO. 55.

This Indenture, Made this 24th day of November in the year of our Lord 1915, between J. A. McElroy & Maude L. McElroy, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence, Kansas of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Three 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 2d of the second part its Successors 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 North 25 feet of Lot 7 in the South 37 1/2 feet of Lot 8 Block 7 Baker's addition to the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said first parties 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

Three hundred Dollars according to the terms of Our certain Note this day executed and delivered by the said first parties to the said part 2d of the second part The Lawrence National Bank

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 2d of the second part its Successors, 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 1st making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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. A. McElroy (SEAL)
Maude L. McElroy (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 24th day of November A. D. 1915, before me, Geo. W. Kuhn a Notary Public in and for said County and State, came J. A. McElroy and Maude L. McElroy 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 June 25 1918 Geo. W. Kuhn Notary Public.

Filed for Record the 26th day of Nov. A. D. 1915, at 8:10 o'clock A.M.

Ray L. Lawrence Register of Deeds.
Geo. L. Hotal Deputy.

The above is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds for the County of Douglas, State of Kansas, on this 26th day of November, 1915.

The Lawrence National Bank
By Geo. W. Kuhn Notary Public

Recorded January 1st - 1917

Register of Deeds
By Geo. W. Kuhn Notary Public

Not Released See Book 62 Page 215