

This Indenture, Made this 24<sup>th</sup> day of November in the year of our Lord  
- Nineteen hundred sixteen, between J. D. McElroy and Maud 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:

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WITNESSETH, That the said part 1/3 of the first part, in consideration of the sum of Three hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. S sold, and by these presents do grant, bargain, sell and mortgage to the said part 2/3 of the second part as successors 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 North 25 feet of Lot 7 and the South 37 1/2 feet of Lot 8  
Block 7 Babcock's Addition to the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part is 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 one certain Note this day executed and delivered by the said first parties to the said part of of the second part The Lawrence National Bank of

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 <sup>successors</sup> ~~executors and administrators~~ <sup>and assigns</sup>, 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 first parties <sup>and assigns</sup>.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set Their hands and seals  
the day and year first above written.

Signed, Sealed and Delivered in presence of

J. A. McElroy (SEAL)  
Maude L. McElroy (SEAL)  
(SEAL)

STATE OF KANSAS, }  
*Douglas County* } ss.

BE IT REMEMBERED, That on this 9<sup>th</sup> day of December, A. D. 1913, before me,  
Geo. W. Rucke, a Notary Public in and for said County and State, came  
J. A. McElroy and Maud L. McElroy, his wife  
25 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 Jan 25 1918

Geo W. Kuchner  
Notary Public.

Filed for Record the 1<sup>st</sup> day of January A. D. 1917 at 9<sup>30</sup> o'clock A.-M.

Estelle Northrup ..... Register of Deeds.  
A. W. Armstrong ..... Deputy.

The amount so advanced on the original instrument, Twenty bonds described to have been paid in full, this mortgage is hereby released and the bonds thereby created discharged. As witness my hand this 14 day of January D. 1912.

Lawrence L. Brown  
By Ed. Moore, Vice-P.  
Primer, Inc.

Recorded February 15 1947  
Entered Notarump  
By C.W. Armstrong Depy.  
Register of Deeds