

MORTGAGE RECORD NO. 60

The following instrument on the within instrument, released and the lien thereby created, is hereby acknowledged.

1st. day of July, 1925. A. D. 1925.

J. M. Elliott

Recorded July 22 - 1925

John C. McElroy

Notary Public

attest: Evid 9. McElroy My Commission Expires Apr. 5 1927.

This Indenture, Made this 28th day of July in the year of our Lord nineteen hundred and twenty five between John C. McElroy of the County of Douglas and State of Kansas, of the first part, and J. M. Elliott of the second part:

WITNESSETH That the said party J. M. Elliott of the first part, in consideration of the sum of Five 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 party John C. McElroy of the second part his 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: One undivided one third (1/3) interest in the West half (1/2) of the South east quarter (1/4) of Section thirty two (32) in Township 22 North (22N) and Range 10 West (10W) of the 6th (6th) PM in said State, containing 2.00 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party John C. McElroy of the first part therein. And the said John C. McElroy do hereby covenant and agree that at the delivery hereof they are the lawful owner of 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 Five hundred Dollars according to the terms of certain note this day executed to to the said party John C. McElroy of the second part under the original note and mortgage thereon according to the terms of said note and mortgage thereto attached.

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 party John C. McElroy of the second part his 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 party John C. McElroy making such sale, on demand, to said John C. McElroy heirs and assigns.

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

Signed, Sealed and Delivered in the presence of John C. McElroy (SEAL) John C. McElroy (SEAL) John C. McElroy (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 28th day of July A. D. 1925, before me, John C. McElroy a Notary Public in and for said County and State, came John C. McElroy and John C. McElroy, husband to me personally known to be the same person who who executed the foregoing instrument, and duly acknowledged 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 30th March 1926 John C. McElroy Notary Public.

Filed for Record the 29 day of July A. D. 1925, at 2:30 o'clock P.M. John C. McElroy Register of Deeds John C. McElroy Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 30 day of July 1924. James E. Ecker

ATTEST: John C. McElroy Register of Deeds

The attention is called to the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 23rd day of June 1925. John C. McElroy A. D. 1925.