

Reg. No. 1926  
 Fee Paid 7.50

## MORTGAGE RECORD NO. 63

SAMUEL DODGE WORTH STATIONERY CO. KANSAS CITY, MO. 64108

The following is endorsed on 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 10<sup>th</sup> day of March, A.D. 1928

Attest

 C. E. Jones by C. E. Jones  
 Register of Deeds

 Recorded March 14, 1928  
 G. E. Neelma

For Official use Book 137 page 610.

This Indenture, Made this 7<sup>th</sup> day of August, 1926, in the year of our Lord  
 nineteen hundred twenty six, between Thomas G. Elliott and  
 Louella N. Elliott - his wife of Lawrence in the County of  
 Douglas and State of Kansas, of the first part, and  
 C. E. Jones of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of  
 Three Thousand and no/100 (\$3000.00) 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 of the second part her 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:

Lot number two hundred eleven  
 (211) on Tennessee Street in the City  
 of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
 Thomas G. Elliott and Louella N. Elliott his wife  
 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  
 Three Thousand and no/100 (\$3000.00) Dollars.  
 according to the terms of one certain note this day executed  
 and delivered by the said Thomas G. Elliott and Louella N. Elliott to the said party of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 of the second part, her 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 making such sale, on demand, to said  
 Thomas G. Elliott and Louella N. Elliott their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals  
 the day and year first above written.

Signed, Sealed and Delivered in the presence of

Thomas G. Elliott (SEAL)  
 Louella N. Elliott (SEAL)

STATE OF Kansas ss.  
 Douglas County ss.  
 BE IT REMEMBERED, That on this 7<sup>th</sup> day of August, A.D. 1926, before me,  
 D. E. Boen Byrum a Notary Public in and for said County and State, came  
 Thomas G. Elliott and Louella N. Elliott  
 his wife to me personally known to be  
 the same person 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 December 15th 1929 D. E. Boen Byrum Notary Public.

Filed for Record the 7<sup>th</sup> day of Aug. A.D. 1926, at 4<sup>50</sup> o'clock P. M.  
 G. E. Neelma Register of Deeds.  
 Deputy.