

Receiving No. 7200 <

MORTGAGE RECORD 82

Reg. No. 1756 <
Fee Paid \$10.00

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of
January A. D. 1939, At 2:50 P. M.By Harold R. Beck
Register of Deeds.
Deputy.THIS INDENTURE, Made this First day of February In the year of our Lord nineteen hundred
and thirty-nine, between Albert McElish and Laura E. McElish, his wifeof Ardmore in the County of Carter and State of Oklahoma
of the first part, and Julius Marks

of the second part.

WITNESSETH, That the said part 103 of the first part, in consideration of the sum of

> Four Thousand (\$4,000.00) 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 Y 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:

Lot Number Sixty four (64) on Vermont Street in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 103 of the first part therein. And the said
Albert McElish and Laura E. McElish, 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 incumbrancesThis grant is intended as a mortgage to secure the payment of the sum of Four thousand
Dollars, according to the terms of
certain note this day executed and delivered by the said
Albert McElish and Laura E. McElish, his wife
to the said part Y of the second part together with certain interest coupons attached theretoand 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 con-
veyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part Y 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 sale to retain the amount then due for principal and interest, together with the cost
and charges of making such sale, and the overplus, if any there be, shall be paid by the part Y making such sale, on demand, to said
Albert McElish, his heirs and assignsIN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year
first above written.

Signed, sealed and delivered in presence of

Albert McElish (SEAL)

Laura E. McElish (SEAL)

STATE OF KANSAS, Oklahoma

ss.

County of Carter County, BE IT REMEMBERED, That on this 4th day of Jan.

A. D. 1939 before me Allien Gillespie a Notary Public in and for said County and State,
came Albert McElish and Laura E. McElish, his wifeto me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the
execution of the same.

(SEAL)

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. 25th 1941 Allien Gillespie Notary Public

RELEASE

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 24 day of February A. D. 1940

Attest:

Julius Marks

This Release
was written
on the original
Mortgage
this 24th day
of February
1940
Harold R. Beck
Reg. of Deeds.