

## MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 29 day of Sept 1911 in the year of our Lord  
~~one thousand hundred and eleven~~, between OH M<sup>c</sup>Guary & wife Minnie A. M<sup>c</sup>Guary  
M<sup>c</sup>Guary of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Daniel Heffner of Baldwin, Kans. of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
One Thousand & fifty 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 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:

Beginning one hundred (100) ft. West of the south east corner of block  
twenty-two (22) in that part of the City of Lawrence, known as West  
Lawrence, thence north one hundred (100) ft; thence East fifty (50) ft  
to beginning being the south one hundred (100) ft of lot no fifty-five  
(55) in Block twenty-two (22) west Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said  
OH M<sup>c</sup>Guary & wife do hereby covenant and agree that  
at the delivery hereof that 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 except one \$500.00 mortgage

This Grant is intended as a Mortgage to secure the payment of the sum of  
\$1050.00

according to the terms of one certain note this day executed  
and delivered by the said OH M<sup>c</sup>Guary & wife Minnie A. M<sup>c</sup>Guary to the said part 2d of the second part  
Daniel Heffner

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, 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 part 2d making such sale, on demand, to said  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in presence of

OH. M<sup>c</sup>Guary Jr [SEAL]  
Minnie A. M<sup>c</sup>Guary [SEAL]  
[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED That on this 29 day of September A. D. 1911, before me,  
Myrtle M<sup>c</sup>Connell a Notary Public in and for said County and State, came  
OH M<sup>c</sup>Guary & wife Minnie A. M<sup>c</sup>Guary  
to me personally known to be the same  
person 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 23 1915

Myrtle M<sup>c</sup>Connell  
Notary Public.

Filed for Record the 29 day of Sept A. D. 1911 at 11 o'clock a M.

Hayden Lawrence Register of Deeds.  
Deputy.

The sole benefit of this mortgage is hereby assigned to the mortgagee, and the mortgagee is hereby authorized to sell the same, and the proceeds of the sale to be applied to the payment of the mortgage. An abstract of this mortgage is hereby filed for record in the office of the Register of Deeds, and the same is hereby acknowledged by the mortgagee.

Recorded March 1913  
Hayden Lawrence  
Register of Deeds

This mortgage is subject to the mortgagee's right to sell the same, and the proceeds of the sale to be applied to the payment of the mortgage.

Recorded March 1913