

MORTGAGE RECORD No. 49.

277

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

This Indenture, Made this 6th day of December in the year of our Lord nineteen
hundred and eleven, between O. M. Quary Jr. & wife of Lawrence
Douglas and State of Kansas, of the first part, and

Daniel Heffner of Baldwin of the second part:
Witnesseth, That the said part 4 of the first part, in consideration of the sum of
Eleven hundred forty 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 4 of the second part 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:
lots 87-88-89-90-91-92-93-94-95 and 96 in the fair grounds
addition to the City of Lawrence, Kans.

with all the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said
said party of the first part 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
\$1140.00
according to the terms of one certain note this day executed
and delivered by the said parties of the first part to the said part 4 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 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 4 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 4 making such sale, on demand, to said
heirs and assigns.

IN WITNESS WHEREOF, The said part 4 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
O. M. Quary Jr. [SEAL]
Minnie Alta McQuary [SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County } ss.
BE IT REMEMBERED, That on this 6th day of December A. D. 1911, before me,
Myrtle McConnell a Notary Public in and for said County and State, came
O. M. Quary Jr. & Minnie Alta McQuary, wife
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 McConnell
Notary Public.

* Filed for Record the 6 day of Dec A. D. 1911, at 10 o'clock P. M.
Floyd L. Lawrence Register of Deeds.
Deputy.

The above herein described having been paid in full, this mortgage is hereby released and the mortgagor is hereby discharged. As witness my hand this 3rd day of December, 1911.

Recorded May 8th 1912
Floyd L. Lawrence
Register of Deeds