

MORTGAGE RECORD No. 49.

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

This mortgage is subject to the original instrument.
 The mortgage herein described having been paid in full, it is hereby released and the
 lien hereby created discharged.
 Recorded Oct 20 1915
 Floyd L. Lawrence
 Register of Deeds

This Indenture, Made this 17th day of October in the year of our Lord Nineteen
Hundred and twelve, between C. H. M^cQuary Jr and Minnie
Alta M^cQuary his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Mary Louisa Betty of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Seven Hundred Fifty (\$750) DOLLARS,
 to them duly paid, the receipt of which is hereby acknowledged, ha~~ve~~ 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:

Lots Numbers One Hundred Sixty-five (165) and One Hundred
Sixty-seven (167) on New Jersey Street, in the City of Lawrence
Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
C. H. M^cQuary Jr and Minnie Alta M^cQuary 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
Seven Hundred Fifty (\$750)
 according to the terms of a certain note this day executed
 and delivered by the said C. H. M^cQuary Jr and Minnie Alta M^cQuary 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 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 of the second part, or 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 C. H. M^cQuary Jr and Minnie Alta M^cQuary
 heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part ha~~ve~~ hereunto set their hand and seal the day and year first above
 written.
 Signed, Sealed and Delivered in presence of
C. H. M^cQuary Jr [SEAL]
Minnie Alta M^cQuary [SEAL]
 [SEAL]

STATE OF KANSAS,
Douglas County } ss.
 BE IT REMEMBERED, That on this 17 day of October A. D. 1912, before me,
Arthur M. Spalding a Notary Public in and for said County and State, came
C. H. M^cQuary Jr and Minnie Alta M^cQuary his wife,
 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
 year last above written.
 My Commission Expires March 11th 1912 Arthur M. Spalding
 Notary Public.

Filed for Record the 29th day of Oct A. D. 1912, at 2²⁵ o'clock P. M.
Floyd L. Lawrence Register of Deeds.
R. M. McConnell Deputy.