

Mortgage Record No. 52.

This Indenture, Made this 29th day of March in the year of our Lord nineteen hundred and thirteen, between OH. M. Quary Jr and Minnie Alta M. Quary, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and A. S. Boardman of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand 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 one hundred and ninety eight (198) on the East side of New York street in the subdivision called the Elms, in the City of Lawrence, said County and State. The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value in a company or companies approved of by this mortgagee with mortgage clause making loss payable to said mortgagee, or her assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage to draw interest until paid at 10%

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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 indefensible 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 One Thousand Dollars according to the terms of one certain note this day executed and delivered by said parties of the first part to the said party of the second part. Payable five years after date with interest thereon according to the terms of said note and coupons thereto attached 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, 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 of the second part, making such sale, on demand, to said parties of the first part - 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 presence of

Hugh Blair

OH. M. Quary Jr. (SEAL)

Minnie Alta M. Quary (SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 29th day of March A. D. 1913, before me,

OH. M. Quary Jr and Minnie Alta M. Quary a Notary Public in and for said County and State, came his 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 28th Dec 1913 Hugh Blair Notary Public.

Filed for Record the 29 day of March A. D. 1913, at 4:45 o'clock P M.
Floyd L Lawrence Register of Deeds.
Deputy.

(The following is endorsed on the original instrument)
This hereby granted having been paid in full, this mortgage is hereby released and the lien hereby granted discharged. As witness my hand this 29th day of March A. D. 1913.

Attest: A. S. Boardman

A. H. M. Quary

Recorded July 19 1913
Floyd L Lawrence
Register of Deeds
Deputy

Recorded April 5th 1913
Floyd L Lawrence on this the original instrument this mortgage being paid in full of the lien hereby granted
(The following is endorsed on the original instrument)