

Mortgage Record No. 52.

This Indenture, Made this 12th day of April in the year of our Lord

This Indenture, Made this 19th day of May 1881, between M^r J. M. Quincy Jr. & Minnie Alta Quincy his wife, of the City of Lawrence in the County of Lawrence

.....
Douglas and State of Kansas, of the first part, and.....
 11 2 B1 of the second part:

WITNESSETH, That the said part... of the first part, in consideration of the sum of DOLLARS.

one thousand DOLLARS,
to them duly paid. the receipt of which is hereby acknowledged, ha^{ve} sold, and by these presents do..... grant, bargain, sell

to them duly paid. the receipt of which is hereby acknowledged, have he sold, and by these presents do..... grant, bargain, sell and mortgage to the said party of 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 Forty-five (45) in Fair Ground Addition, an addition to the City of Lawrence in said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorm 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 his assigns, as his 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 part 204 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^s 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

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 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 be 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 the 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.

Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part us 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

year first above written.

Signed, Sealed and Delivered in presence of

Jennie Watt (SEAL)

Olivia M. Quary Jr (SEAL)

Minnie Alta M. Quary (SEAL)

(SEAL)

STATE OF KANSAS.

STATE OF KANSAS,
Douglas County

DE IT REMEMBERED, That on this 13th day of April A. D. 1913, before me

_____ a Notary Public in and for said County and State, came
James Watt
Ed M^cGuay Jr and Minnie Alta M^cGuay, his wife
 _____ to me personally known to be the same
 person^s 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. 30th March 1916 Jennie Watt. Notary Public.

Filed for Record the 15 day of April A. D. 1913, at 9⁰⁵ o'clock P.M.
Floyd L. Lawrence Register of Deeds
 Deputy

(This document is enclosed on the original instrument.)

Recorded July 25th 1949.
Estelle Northrop.

Aug. 2. Basin

Attest _____ 7/1/06

In consideration of full payment of the within mortgage I hereby release the same this

Attest
Cecilia M. French