

Mortgage Record No. 52.

This Indenture, Made this 17th day of April in the year of our Lord nineteen hundred and thirteen, between Alt McQuary and Minnie Alt McQuary, his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH, That the said part is of the first part, in consideration of the sum of Fifteen hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha. we sold, and by these presents do grant, bargain, sell and mortgage to the said part 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:

The South Fifty (50) feet of Lots numbers Three (3) and fourteen (14) and the North Fifty (50) feet of Lots Numbers Four (4) and thirteen (13) all in Block number Ten (10) in Babcock's Enlarged Addition to 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 by this mortgagee with mortgage clause making loss payable to said mortgagee or his 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 part is 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 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 Fifteen hundred Dollars according to the terms of one certain note dated and July 17/11 to the said part of of the second part and delivered by the said Parties of the first part

Payable five years after date with interest thereon according to 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 part of 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 of making such sale, on demand, to said Parties of the first part then heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part ha. us herunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Voth

Alt McQuary Jr (SEAL)

Minnie Alt McQuary (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of April A. D. 1913, before me,

Jennie Voth a Notary Public in and for said County and State, came

Alt McQuary Jr and Minnie Alt McQuary 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 herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires 28 March 1915 Jennie Voth Notary Public.

Filed for Record the 17 day of April A. D. 1913, at 3²⁸ o'clock P M.

Raymond Lawrence Register of Deeds.

Deputy.

One following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 17th day of April A. D. 1913.

Hugh Blair

Recorded - June 5th - 1913

W. Lloyd Lawrence

By R. M. W. Cornell Deputy

One following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 17th day of April A. D. 1913.

Recorded - June 5th - 1913