

## Mortgage Record No. 52.

This Indenture, Made this Sixth day of May in the year of our Lord nineteen hundred and thirteen, between Oth M. Quary Jr and Minnie Alta M. Quary, his wife in the County of Douglas and State of Kansas, of the first part, and August Blair of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Five hundred and fifty 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 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: Lot number Seven (7) in Steele's Subdivision of Block number Eight (8) Earl's 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 mortgage, or his assignee, 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 us 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 owners 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 Five hundred & fifty Dollars according to the terms of one certain note this day executed Parties of the first part

and delivered by the said us to the said part of of the second part Capable 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 part us 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 their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Jennie Watt

Oth M. Quary Jr. (SEAL)

Minnie Alta M. Quary (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 6th day of May A. D. 1913, before me,



Oth M. Quary Jr. and Minnie Alta M. Quary, his wife to me personally known to be the same persons 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 30 mch 1916.

Jennie Watt

Notary Public.

Filed for Record the 7 day of May A. D. 1913, at 9<sup>00</sup> o'clock 9 M.

Dwight L. Lawrence Register of Deeds.

Deputy.

(The following is endorsed on the original instrument.)  
The said herein described having been paid in full, the mortgage is hereby released and the same is hereby created discharged. As witness my hand this 6th day of May A. D. 1913.

Jennie Watt  
August Blair

Recorded May 6 1913

Dwight L. Lawrence  
Register of Deeds.  
Dw. L. Lawrence

(The following is endorsed on the original instrument.)  
The said herein described having been paid in full, the mortgage is hereby released and the same is hereby created discharged. As witness my hand this 6th day of May A. D. 1913.  
Recorded May 18 1913  
Dwight L. Lawrence