

Mortgage Record No. 52.

This Indenture, Made this 15<sup>th</sup> day of May in the year of our Lord nineteen hundred and thirteen, between Ed 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 Wright Miller of the second part: WITNESSETH, That the said part ies of the first part, in consideration of the sum of 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 and mortgage to the said part y 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 Fifty-two (52) in the Fair Ground Addition an 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 of 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 ies of the first part therein. And the said

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.

Parties of the first part

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 the said Parties of the first part to the said part y of the second part Payable five years after date with interest thereon according to the terms of said note and coupons 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 y 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 y making such sale, on demand, to said

Parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Jennie H. Hatt (SEAL) Ed M. Quary Jr (SEAL) Minnie Alta M. Quary (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 15<sup>th</sup> day of May A. D. 1913, before me, Jennie Hatt a Notary Public in and for said County and State, came Ed 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 March 1916. Jennie Hatt Notary Public.

Filed for Record the 16 day of May A. D. 1913, at 8<sup>45</sup> o'clock A M. Wright L. Lawrence Register of Deeds. Deputy.

Recorded April 12 1913  
L. L. Lawrence  
Notary Public  
Jennie Hatt  
Ed M. Quary Jr  
Minnie Alta M. Quary