

Mortgage Record No. 52.

This Indenture, Made this Third day of June in the year of our Lord nineteen hundred & fourteen, between Alt M^cGuay Jr and Minnie Douglas his wife of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and G. M. Elliott of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Forty Five hundred 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 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:

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 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 the 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 her 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

Forty five hundred Dollars according to the terms of one certain Note this day executed Parties of the first part to the said part of the second part and delivered by the said

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 part her 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 part her making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part her of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Pratt Alt M^cGuay Jr. (SEAL)
Minnie Alta M^cGuay (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 3rd day of June A. D. 1914, before me, Jennie Pratt a Notary Public in and for said County and State, came Alt M^cGuay Jr and Minnie Alta M^cGuay, 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 30th Mch 1916 Jennie Pratt Notary Public.

Filed for Record the 5 day of June A. D. 1914, at 4⁵⁰ o'clock P M.
Blayd L Lawrence Register of Deeds.
Deputy.

The foregoing is a true and correct copy of the original instrument as the same has been filed for record in the office of the Register of Deeds of Douglas County, Kansas, and the same has been duly acknowledged by the parties thereto.

G. M. Elliott

Jennie Pratt

1914

Registered Deeds

For Partial Release see Book 54, Page 5102