

Mortgage Record No. 52.

This Indenture, Made this Tenth day of June in the year of our Lord Nineteen hundred and thirteen between Sarah Baker McMahon and James B. McMahon, her husband, 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 parties of the first part, in consideration of the sum of Three Thousand 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 party 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 One hundred and five (105) on Tennessee street, in 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 or 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.

with all the appurtenances and all the estate, title and interest of the said parties 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

Three 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 party of the second part Payable three 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 party 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 party making such sale, on demand, to said Parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Jennie Watt

Sarah Baker McMahon (SEAL)
James B. McMahon (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on the 10 day of June A. D. 1913, before me, Jennie Watt a Notary Public in and for said County and State, came Sarah Baker McMahon and James B. McMahon her husband 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 1914 Jennie Watt Notary Public.

Filed for Record the 11 day of June A. D. 1913, at 3⁰⁰ o'clock P. M.
Floyd L. Lawrence Register of Deeds.
J. B. McMahon Deputy.

(The following is, referred to on the original instrument)

Therein herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 10th day of June A. D. 1913.

Hugh Blair
Chas. H. Hefner

Recorded July 21 1914

Floyd L. Lawrence
Reg. of Deeds
Geo. C. McGill