

## Mortgage Record No. 52.

This Indenture, Made this 30<sup>th</sup> day of June in the year of our Lord  
Minister hundred and thirten between O. H. McQuary Jr. and  
Minnie Alta McQuary, his wife of the City of Davenport 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 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 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 twenty-one (121) on Minnesota street in Riling Place, a sub-  
division of the North West Quarter (1/4) of Block number Forty-six (46) in that part of the city  
of Lawrence, known as West Lawrence, in 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 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 hundred 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 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 there-  
 of, 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, adminis-  
 trators 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 of the second part 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

O. H. McQuary Jr. (SEAL)  
Minnie Alta McQuary (SEAL)  
 (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 30<sup>th</sup> day of June A. D. 1913, before me,

Jennie Watt a Notary Public in and for said County and State, came  
O. H. McQuary Jr. and Minnie Alta  
McQuary, 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 30<sup>th</sup> Mch 1914.

Jennie Watt

Notary Public.

Filed for Record the 1<sup>st</sup> day of July

A. D. 1913 at 9<sup>20</sup> o'clock a. M.

Floyd L. Lawrence Register of Deeds.  
R. M. McConnell Deputy.

Through hands described herein was paid in full, this mortgage to bearer released and the money amount refunded. At witness my hand this 30<sup>th</sup> day of June 1913.

Recorded June 30 1913.  
 Eastern Davenport  
 Register of Deeds  
 John E. Blair - Dep.