

## Mortgage Record No. 52.

This Indenture, Made this 23 day of November in the year of our Lord  
Nineteen hundred and twelve, between O. H. McQuary Jr. & Minnie  
Alta McQuary, Husband and wife, of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Mary A. G. Steele of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Two Hundred and fifty 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 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:

Lots numbered sixty-one (61) and sixty-two (62)  
Rain Ground Addition, City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said  
O. H. McQuary Jr. does hereby covenant and agree that at the delivery hereof he is the lawful owner 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  
Two hundred and fifty dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said O. H. McQuary Jr. and Minnie Alta McQuary to the said party of the second part

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 her 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 making such sale, on demand, to said  
O. H. McQuary Jr. & his 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

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

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 23 day of November A. D. 1912, before me,  
L. T. Clement a Notary Public in and for said County and State, came  
O. H. McQuary Jr. and Minnie Alta  
McQuary, Husband and 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 June 1 1916 L. T. Clement Notary Public.

Filed for Record the 2 day of Sept 1913, at 1:30 o'clock P. M.  
Floyd S. Lawrence Register of Deeds.  
R. M. McQuary Deputy.