

Mortgage Record No. 52.

This Indenture, Made this Seventh day of November in the year of our Lord
Nineteen hundred and twelve between O. H. McQuary Jr. and Minnie
O. H. McQuary, husband and wife, of Douglas in the County of
Douglas and State of Kansas of the first part, and
Mary C. S. Steele of Lawrence, Kansas of the second part:
 WITNESSETH, That the said parties of the first part, in consideration of the sum of
Seven 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, 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:

Lot No. Twenty-eight (28) Fair Ground Addition in
the city of Lawrence as per plat of said addition

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
O. H. McQuary & Minnie O. McQuary
 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
Seven hundred dollars
 according to the terms of one certain note this day executed
 and delivered by the said O. H. McQuary Jr. and Minnie O. McQuary to the said party of the second part
payable one year after date

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 shall be paid by the party making such sale, on demand, to said

O. H. McQuary Jr. and 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 O. McQuary (SEAL)

STATE OF KANSAS,
Douglas County ss.
 BE IT REMEMBERED, That on this 7th day of November A. D. 1912, before me,
L. S. Steele a Notary Public in and for said County and State, came
O. H. McQuary Jr. and Minnie O. 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 June 28 1914 L. S. Steele Notary Public.

Filed for Record the 2 day of Sept A. D. 1913, at 1 31 o'clock P.M.
Floyd S. Lawrence Register of Deeds.
R. M. McComell Deputy.

Mary C. S. Steele
 Register of Deeds

I, JOHN C. CATTARY, Clerk of the Board of County Commissioners of Douglas County, Kansas, do hereby certify that the foregoing instrument was duly acknowledged before me on the 16th day of November, 1912, and that the same was duly recorded in Book 19, Page 124, of the Mortgage Record of said County.

For (Mortgage) See Book 19, Page 124