

## Mortgage Record No. 52.

This Indenture, Made this 13<sup>th</sup> day of September in the year of our Lord

nineteen hundred and thirteen, between O. H. McQuary Jr. and Minnie  
Alta McQuary, his wife 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

Fifteen 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:

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, and 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 the mortgagee with mortgage clause making loss payable  
to said mortgagee; or his assigns, as interest may appear, and failure 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

Fifteen Hundred

according to the terms of one certain note this day executed  
parties of the first part to the said party of the second part

Payable two 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 of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal 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 13<sup>th</sup> day of Sept. 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 S 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> 1913 Jennie Watt Notary Public.

Filed for Record the 13<sup>th</sup> day of Sept. A. D. 1913, at 3:05 o'clock P. M.

Hoyd L. Lawrence Register of Deeds.

R. M. McConnell Deputy.

This instrument is returned on the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand and seal of office this day of September, 1913.

Hugh Blair

Jennie Watt

Recorded March 18<sup>th</sup> 1916

Royd L. Lawrence  
Geo. B. Vogel

This instrument is returned on the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand and seal of office this day of September, 1913.

Recorded Dec 13 1914  
Esther M. Lawrence