

Mortgage Record No. 52.

This Indenture, Made this 29th day of September in the year of our Lord nineteen hundred and thirteen. (1913), between O. H. McQuary Jr. and Minnie Alta McQuary, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Danile Heffner of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand (\$1000) 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 Fifteen (15), Fair Grounds Addition, an addition to the City of Lawrence, Kansas as per recorded plat thereof.

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 Jr. and Minnie Alta McQuary do hereby covenant and agree that at the delivery hereof they are 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 One Thousand \$1000 according to the terms of One certain Coupon 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 Danile Heffner

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 O. H. McQuary Jr. and Minnie Alta McQuary heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

O. H. McQuary Jr. (SEAL)

Minnie A. McQuary (SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 29th day of September A. D. 1913, before me, L. T. Clement a Notary Public in and for said County and State, came O. H. McQuary Jr. and Minnie A. 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 1st 1916

L. T. Clement Notary Public.

Filed for Record the 22nd day of Oct. A. D. 1913, at 3⁵⁵ o'clock P. M.

Floyd L. Lawrence Register of Deeds.

By Geo. C. Kefel Deputy.

The following is endorsed on the back of this instrument and by the same herein described having been paid in full, this mortgage is hereby released and discharged. At witness my hand this 29th day of September A. D. 1913.

Danile Heffner

Recorded Feb. 26 1914

Floyd L. Lawrence

Geo. C. Kefel

In consideration of full payment of the within mortgage I have hereunto subscribed my name and affixed my official seal.

L. T. Clement

In consideration of full payment of the within mortgage I have hereunto subscribed my name and affixed my official seal.

ATTEST:
Eastella D. Bethune