

Mortgage Record No. 52.

This Indenture, Made this 21st day of December in the year of our Lord
nineteen hundred and thirteen.

between O. H. McQuary Jr of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

The Citizens State Bank of Lawrence Kansas of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of
Seven Hundred (\$700 00) DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell
and mortgage to the said part ies of the second part to 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 Twenty Two (22) in Fair Grounds Addition,
an addition to the 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 & 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
Seven Hundred Dollars
according to the terms of One certain Note this day executed
and delivered by the said O. H. McQuary Jr & Minnie Alta McQuary to the said part ies of the second part
payable in six months

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 part ies of the second part, the 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 part ies making such sale, on demand, to said
O. H. McQuary Jr his heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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 Alta McQuary (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 24 day of December A. D. 1913, before me,

Arthur M. Spalding a Notary Public in and for said County and State, came

O. H. McQuary Jr & 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 March 11 1916 Arthur M. Spalding Notary Public.

Filed for Record the 26th day of Dec, A. D. 1913, at 11:16 o'clock P. M.

Floyd L. Lawrence Register of Deeds.

By Geo. B. Noyes Deputy.

The following is returned on the original instrument:
This note having been paid in full, the same is hereby released and the
same is hereby acknowledged. As witness my hand and official seal this
21st day of December, 1913.
W. B. Stanley, Clerk

Recorded July 10th 1916
Floyd L. Lawrence
Register of Deeds
Geo. B. Noyes Deputy