

Mortgage Record No. 52.

This Indenture, Made this 10th day of January in the year of our Lord
 nineteen hundred and thirteen. (1913), between O. H. McQuary Jr. & Minnie
Alta McQuary, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

Nannie M. Gregg of the second part:
 WITNESSETH, That the said part us of the first part, in consideration of the sum of
Five Hundred (\$500.) 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 part of 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-five (65) and Sixty-Six (66) in Fair Grounds
Addition an addition to the City of Lawrence, Kansas, as
per the recorded plat showing

with all the appurtenances, and all the estate, title and interest of the said part of 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 of the premises, above granted,
 and seized of a good and indefensible 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
Five Hundred (\$500) Dollars
 according to the terms of a certain note this day executed
 and delivered by the said O. H. McQuary, Jr., to the said part of of the second part
Nannie M. Gregg

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 of 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 surplus, if any there be, shall be paid by the part of making such sale, on demand, to said
parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part us 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 10th day of January A. D. 1913, before me,
L. D. Clement 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 June 1 1916

L. D. Clement

Notary Public.

Filed for Record the 10th day of Jan. A. D. 1913, at 10:00 o'clock A.M.

Floyd L. Lawrence Register of Deeds.
Geo. C. Nottel Deputy.

(This instrument is entered on the original instrument)
 The same herein described having been paid in full, this mortgage is hereby released and the
 same hereby is discharged. As witness my hand and seal this 10th day of January, 1913.

Nannie M. Gregg

Received
Floyd L. Lawrence
 Register of Deeds.

Recorded Jan 11 1913