

Mortgage Record No. 52.

This Indenture, Made this Twenty fourth day of February in the year of our Lord nineteen hundred and Thirteen, between Oh. M<sup>c</sup>Guay Jr & Minnie Alta M<sup>c</sup>Guay his wife in the County of Douglas and State of Kansas, of the first part, and Mary A. S. Steele of the second part:

Seven hundred and Fifty (750.00) 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:

Lot No Fifty Eight (58) on Kentucky Street, in Fair Ground Addition, in the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Oh. M<sup>c</sup>Guay Jr and Minnie Alta M<sup>c</sup>Guay 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 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 Seven hundred & fifty Dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part of of the second part interest as evidenced by six coupons payable semi-annually, and attached to said note.

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 part of of the second part her 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 sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said Oh. M<sup>c</sup>Guay Jr. his heirs and assigns.

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

Signed, Sealed and Delivered in presence of Oh. M<sup>c</sup>Guay Jr (SEAL) Minnie Alta M<sup>c</sup>Guay (SEAL)

STATE OF KANSAS, } Douglas County } ss. BE IT REMEMBERED, That on this 17 day of May A. D. 1913, before me, the undersigned a Notary Public in and for said County and State, came Oh. M<sup>c</sup>Guay Jr and Minnie Alta M<sup>c</sup>Guay 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 June 1 - 1916 L. T. Clement Notary Public.

Filed for Record the 20 day of 11 A. D. 1915, at 5<sup>30</sup> o'clock A. M. Lloyd L. Lawrence Register of Deeds. Deputy.