

Mortgage Record.

29843

This mortgage is entered on the official instrument. The mortgage herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. At witness my hand this 27th day of May, A. D. 1914.

Recorded July 28th 1914
Floyd S. Lawrence
Register of Deeds
J. C. M. M. Council
Deputy

I was Affiliated see Book 140 page 147

This Indenture, Made this First day of May in the year of our Lord one thousand nine hundred and thirteen between O. H. McQuary and Minnie Alta McQuary (wife) of Laurance in the County of Douglas and State of Kansas, of the first part, and

J. H. Newlin of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand 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 No. fifty-one (51) in the Fair Grounds Addition to the City of Lawrence, Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said O. H. McQuary and Minnie Alta McQuary do hereby covenant and agree that at the delivery thereof 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of One thousand DOLLARS,

according to the terms of one certain promissory note this day executed by the said O. H. McQuary and Minnie Alta McQuary to the said party of the second part; said note being given for the sum of One Thousand DOLLARS, dated May 1st 1913, due and payable in Five years from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and coupons of one dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of One Thousand DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part, and it shall be lawful for the party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party of the second part, making such sale, on demand, to the said O. H. McQuary heirs and assigns.

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

Signed, sealed and delivered in presence of

O. H. McQuary (SEAL)
Minnie Alta McQuary (SEAL)

STATE OF KANSAS,
Douglas County ss.

J. H. Newlin

BE IT REMEMBERED, That on this 5 day of May A. D. 1913, before me, John M. Newlin, a Notary Public in and for said County and State, came O. H. McQuary and Minnie Alta McQuary, who executed the foregoing instrument of writing, to me personally known to be the same person, 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 10 1915.

This instrument was filed for record on the 5 day of May A. D. 1913, at 11 o'clock P.M.

John M. Newlin Notary Public.
Floyd S. Lawrence Register of Deeds.
By J. C. M. Council Deputy.