

This Indenture, Made this First day of February in the year of our Lord one thousand eight hundred and ninety six between J. N. McFarland of Lawrence in the County of Douglas and State of Kansas of the first part, and R. H. Aaron of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Nine hundred (\$900) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part him 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: Part of Lot No. one (1) in Section No. Thirty one (31) Township No. Twelve (12) South of Range No. Twenty (20) East described as follows, commencing at a point three hundred and fifty (350) feet east of the center of the main line of the Missouri & North Western Railway, thence running East to the line of the right of way of the Missouri & North Western Railway, thence North westerly with the line of said right of way to a point due North of the place of beginning, thence South to the place of beginning. Excepting however from said tract the following: Beginning at the North West corner of Lot No. one (1) in Section No. Thirty one (31) Township No. Twelve (12) South of Range No. Twenty (20) East, thence running North 25 feet, thence East 4 feet, thence South westerly to a point 25 feet due east from beginning, thence North 25 feet to beginning, being the piece of land conveyed to Anna K. McFarland by deed dated June 24th 1895 with all the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said

party of the first part do hereby covenant and agree that at the delivery hereof he is 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 except Mortgage to Theodore Guelker for fifteen hundred (\$1500) dollars

This grant is intended as a Mortgage to secure the payment of the sum of Nine hundred dollars according to the terms of a certain promissory note this day executed and delivered by the said J. N. McFarland to the said party of the second part:

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 him executors, administrators and 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 him executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said party of the first part heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hands and seals the day and year first above written.

Signed and delivered in presence of

N. E. Benson  
N. P.

J. N. McFarland (SEAL.)  
J. N. McFarland (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 1<sup>st</sup> day of February, A. D. 1896, before me, N. E. Benson, a Notary Public in and for said County and State, came J. N. McFarland and J. N. McFarland his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires January 20<sup>th</sup> 1899 N. E. Benson  
Recorded 7<sup>th</sup> A. D. 1896 at 3<sup>30</sup> o'clock P. M. Notary Public.

James Brooks  
Register of Deeds.