

JOURNAL OF THE LAWYER, 1901

This Indenture, Made this Twenty first day of April in the year of our Lord one thousand eight hundred and ninety two hundred between Albert M. Farland and Hannah M. M. Farland his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and M. A. Good of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and seventy five 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 y 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: The lots numbered ninety two ninety four 94 ninety six ninety eight 98 one hundred 100 one hundred and fifty one 151 one hundred and fifty two 152 one hundred and fifty three 153 and one hundred and fifty four 154 all in Block number fifty three 53 in that part of the City of Lawrence known as West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owner x 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

Two hundred and seventy five Dollars according to the terms of one certain Mortgage note this day executed and delivered by the said Albert M. Farland and Hannah M. M. Farland to the said part y of the second part: Due on the 21st day of April 1901 with interest thereon from date to maturity or default as evidenced by coupon attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully paid. 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 y 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, appraisement hereby waived or not at the option of the part y of the second part her 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 part y making such sale on demand to the said parties of the first part their heirs and assigns.

In Witness Whereof, The said part x of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

L. H. Corcoran

Albert M. Farland (SEAL.)  
Hannah M. M. Farland (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 11th day of May, A. D. 1901, before me, L. H. Corcoran, a Notary Public in and for said county and State, came Albert M. Farland and Hannah M. M. Farland husband and 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan. 16th 1901 L. H. Corcoran  
Recorded May 11 A. D. 1901, at 2 o'clock P.M. Notary Public.

L. S. Dorman  
Register of Deeds.

The following is endorsed on the original instrument  
The notes herein described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged. Witness my hand, this 23rd day of October A.D. 1901—  
M. A. Good.

Recorded Oct 23rd 1901—  
L. S. Dorman  
Register of Deeds—  
By Elliott B. Chapman  
Deputy

