

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Jordan &amp; Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 25<sup>th</sup> day of July in the year of our Lord, Thirteen Hundred  
and four between Sarah M. Harrington Jacob D. Harrington  
her husband of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Merchants Bank of Savings Bank  
of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of  
Three Hundred and Fifty (350) 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 the second part their 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:  
in D. to 27 & 28 Block of Pinckney Street West Lawrence Douglas County  
State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
Sarah M. Harrington and Jacob D. Harrington, her husband do hereby covenant and agree that  
at the delivery hereof 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.

This Grant is intended as a Mortgage to secure the payment of the sum of  
Three Hundred and Fifty  
according to the terms of One certain note this day executed  
and delivered by the said Sarah M. Harrington & Jacob D. Harrington, her husband to the said part 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 part of the second part their 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 sales, and the overplus, if  
any there be, shall be paid by the part making such sale, on demand, to said  
heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Sarah M. Harrington [SEAL]  
J. D. Harrington [SEAL]  
[SEAL]

## STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 25<sup>th</sup> day of July A. D. 1907, before me

Henry H. Asher Notary Public in and for said County and State, came  
Sarah M. Harrington and J. D. Harrington, her husband

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 subscribed my name and affixed my official seal on the day and  
year last above written.

My Commission Expires Apr 1 1910

Henry H. Asher  
Notary Public.

Filed for Record this 26<sup>th</sup> day of July A. D. 1907, at 10<sup>45</sup> o'clock A.-M.

A. W. Armstrong Register of Deeds.  
Chas. C. Armstrong Deputy.

The following is endorsed on the original instrument:  
 The note made by the parties hereto is hereby acknowledged to be the same as the one on file in the office of the Register of Deeds at Lawrence, Kan., and is hereby acknowledged to be the same as the one on file in the office of the Register of Deeds at Lawrence, Kan., and is hereby acknowledged to be the same as the one on file in the office of the Register of Deeds at Lawrence, Kan.

Recorded July 26<sup>th</sup> 1907  
 A. W. Armstrong  
 Register of Deeds