

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. J. C. KASSEL CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 15<sup>th</sup> day of January in the year of our Lord, one thousand  
hundred and Eighty, between Frank M. M. Farland (single man)  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
E. J. Hilkey Cashier of the second part:  
Witnesseth, That the said part of of the first part, in consideration of the sum of  
Seven Hundred \$1100.00 Dollars,  
to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell grant, bargain, sell and mortgage  
to the said part of 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 Number Seventy Four (74) on Ohio Street 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  
Frank M. M. Farland 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

This Grant is intended as a Mortgage to secure the payment of the sum of  
Seven Hundred Dollars  
according to the terms of one certain note this day executed  
and delivered by the said Frank M. M. Farland to the said part of 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 of the second part his 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 of making such sale, on demand, to said Frank M. M. Farland his  
heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part has hereunto set his hand and seal the day and year first above  
written.  
Signed, Sealed and Delivered in Presence of  
Frank M. M. Farland (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
Douglas County  
BE IT REMEMBERED, That on this 15<sup>th</sup> day of January A. D. 1906, before me  
S. R. Wood a Notary Public in and for said County and State, came  
Frank M. M. Farland 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 subscribed my name and affixed my official seal on the day and  
year last above written.  
My Commission Expires April 10 1907 S. R. Wood Notary Public.

Filed for Record the 22<sup>nd</sup> day of Jan. A. D. 1906, at 10<sup>00</sup> o'clock A. M.  
A. W. Armstrong Register of Deeds.  
E. J. Hilkey Deputy.

The following is a brief summary of the original instrument:  
The note is a promissory note for \$1100.00, payable to the order of the mortgagee, Frank M. M. Farland, on January 15, 1907.  
The mortgage is a first mortgage on Lot 74, Ohio Street, Lawrence, Kansas.  
The mortgage is recorded in Book 8, Page 1907.  
The mortgage is signed by Frank M. M. Farland.  
The mortgage is witnessed by E. J. Hilkey, Cashier.