

# MORTGAGE RECORD No. 49.

395

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 16th day of April in the year of our Lord nineteen  
hundred and twelve, between A. M. Farlane and H. M. M. Farlane  
his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and The Lawrence  
National Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Five hundred 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 2d of the second part its successors  
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:

Lots 5-22-49 Bldg 13 and Lots 41-42-43-44-45-  
46-47 and 48 Block 4 Lawrence, Kansas including Brick  
house on Lot 46 Bldg 4

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said  
A. M. Farlane and H. M. M. Farlane do hereby covenant and agree that  
at the delivery hereof they are 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  
Five hundred Dollars  
according to the terms of one certain note this day executed  
and delivered by the said A. M. Farlane and H. M. M. Farlane to the said part 2d of the second part  
The Lawrence National Bank

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 2d of the second part, its successors  
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 2d making such sale, on demand, to said A. M. Farlane & H. M. M. Farlane  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in presence of

A. M. Farlane [SEAL]

H. M. M. Farlane [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED that on this 16 day of April A. D. 1912, before me,

L. D.

Beath Arkne a Notary Public in and for said County and State, came

A. M. Farlane and H. M. M. Farlane, 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 subscribed my name and affixed my official seal on the day and  
year last above written.

My Commission Expires Jan'y 25 1914

Beath Arkne Notary Public.

Filed for Record the 17 day of April A. D. 1912, at 9<sup>30</sup> o'clock 9 M.

Floyd L. Lawrence Register of Deeds.

Deputy.

Recorded August 24 1912  
Floyd L. Lawrence  
Register of Deeds  
Douglas County, Kansas