

## Mortgage Record No. 52.

This Indenture, Made this 9<sup>th</sup> day of August in the year of our Lord  
nineteen hundred and thirteen.

between Mellie Newson McFarland  
and Charles W. McFarland, her husband of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Hugh Blair of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Two thousand one hundred and fifty DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, and by these presents do grant, bargain, sell  
and mortgage to the said party 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:

The North forty-five (45) feet of Lot Number Ninety (90) on Rhode Island street,  
in the City of Lawrence, said County and State.

The mortgagors agree to keep the buildings on premises insured against fire,  
lightning and windstorms to the extent of their insurable value in a company or  
companies approved of by this mortgagee with mortgage clause making loss payable  
to said mortgagee, or his assigns, as interest may appear.

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 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 thousand one hundred and fifty Dollars  
according to the terms of one certain note this day executed

and delivered by the said Parties of the first part to the said party of the second part  
Payable five years after date with interest thereon according  
to the terms of said note and coupons thereto attached  
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 there-  
of, 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 his executors, adminis-  
trators 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 party making such sale, on demand, to said  
Parties of the first part - their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and  
year first above written.

Signed, Sealed and Delivered in presence of

Jennie Watt

Mellie Newson McFarland (SEAL)

Charles W. McFarland (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 9<sup>th</sup> day of August A. D. 1913, before me,

Jennie Watt Notary Public in and for said County and State, my  
Mellie Newson McFarland and Charles W.  
McFarland, her husband, 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 30<sup>th</sup> Mch 1916 Jennie Watt Notary Public.

Filed for Record the 12<sup>th</sup> day of Aug A. D. 1913 at 1 o'clock M.

Floyd L Lawrence Register of Deeds.  
R M McComell Deputy.

This mortgage is intended to secure the payment of the sum of \$2,150.00 as per note attached hereto and is hereby acknowledged and the same is duly paid in full, this day of August, A. D. 1913.

Hugh Blair

Jennie Watt

August 9<sup>th</sup> 1913

E. L. Northrop

Register of Deeds