

Planned April 24, 1901
L. J. Johnson
Legislator of Deeds -
By Billie J. Johnson
Deputy -

The following is enclosed with the original instrument
and is acknowledged by the author of the Deed
and heretofore authorized the Recipient of the Deed to discharge the same of record -

Henry Dickinson & Co., New York, N. Y.
Attorneys for Plaintiff in the above suit
and their Agent
Dated this 11th day of February A. D. 1901.

(For Assignment see Book 3 (Page 333)

This Indenture Made this first day of October in the year of our Lord one thousand eight hundred and Ninety two, witnesseth, that James M. Hendry and Rebecca F. Hendry his wife in her own right of the County of Douglas and State of Kansas, party of the first part, for and in consideration of Six Hundred Dollars, convey and warrant to Henry Dickinson party of the second part, his heirs and assigns, the real estate hereinafter described situated in the County of Douglas and State of Kansas to wit: Lot number One Hundred and Sixteen 16, Massachusetts street in the City of Lawrence to secure the said party of the second part for an actual loan of money made to the said James M. Hendry and Rebecca F. Hendry as evidenced by a certain Bond No Nineteenthousand five hundred and seventy four of Six Hundred Dollars, of even date herewith, in and by which said bond the party of the first part promise to pay to the order of Henry Dickinson in lawful money of the United States of America, the principal sum of Six Hundred Dollars Five years after date thereof, with interest thereon at the rate of Six per centum per annum, interest payable semi-annually, according to and upon presentation of interest coupons therefor therunto attached, both principal and interest being payable at the National Bank of Commerce, in New York City. Also Providing, that in case any interest on any of said sums shall remain unpaid for ten days after the same becomes due, then the entire sum covered by said bond and secured by this Mortgage Deed, to become immediately due and payable, without any notice of any kind whatsoever, and same to be collected in like manner as if the full time provided in said bond had expired.

It is further expressly agreed, that the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and that said security shall remain and be kept as good as the same is now during the continuance of this loan.

It is further agreed, that the first party shall repay to the second party all and every such sum or sums of money as may have been paid by them, or any of them, for taxes or assessments, or for premiums and costs of insurance, or on account of, or to extinguish or remove any prior or outstanding title, lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of Ten per centum per annum from the time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid, and all of which said sum or sums of money, and the interest to accrue thereon, shall also be charged upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

It is further agreed, that in case of default in the payment of said bond or any part thereof, or any of the sums of money to become due herein specified, according to the tenor and effect of said bond or in the case of the breach by the said party of the first part of any of the covenants or agreements herein mentioned by said first party to be performed then and in that case, the bond secured hereby shall bear interest at the rate of ten per centum per annum from date, and this conveyance shall become