

This Indenture, Made this first day of September in the year of our Lord one thousand eight hundred and ninety nine between Charlotte A. Herrington and Freeman Herrington her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Granite State Gravel Association of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 party of the second part its 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: lots numbered sixty six (66) sixty eight (68) and seventy (70) in Block Fifty Six (56) West Lawrence, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charlotte A. Herrington and Freeman Herrington 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 One Thousand Dollars according to the terms of One certain Bond this day executed and delivered by the said Charlotte A. Herrington and Freeman Herrington to the said party of the second part: payable five years from the date thereof, with with interest thereon at the rate of six per cent per annum due semi annually

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 party of the second part its executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part its executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Charlotte A. Herrington and Freeman Herrington their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

A. H. Sheldon

Charlotte A. Herrington (SEAL.)

Freeman Herrington (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 19th day of Sept, A. D. 1895, before me, A. H. Sheldon, a Notary Public in and for said County and State, came Charlotte A. Herrington and Freeman Herrington 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires March 25th 1899.

Recorded Sept 20 A. D. 1895 at 10³⁰ o'clock A. M.

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the Original Instrument

Lawrence, Kans. June 26, 1897
Received of Charlotte A. Herrington & Freeman Herrington the within named mortgage
the sum of One Thousand Dollars with valuable consideration in full satisfaction of the within mortgage.
C. Holman Receiver for
Granite State Gravel Association.

Recorded June 26, 1897

By Frederick Brooks Deputy Register of Deeds