

JOURNAL 22, LAWRENCE, KAN.

This Indenture, Made this 27th day of July in the year of our Lord one thousand eight hundred and ninety Nine Hundred, between Sarah M. Herrington and J. D. Herrington her husband of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Samuel Hirschland of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and fifty 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 her 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 numbers eighty four (84), and eighty six (86), on Dickinson street in Block number fifty four (54) in West Lawrence a part of the City of Lawrence in said County and State.

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 hundred and fifty Dollars (\$250.00)

according to the terms of One certain real estate mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable twelve months after date with interest at 6 1/2 per cent per annum, the amount according to coupons attached to said note, privilege to pay in full on and after 6 months after interest.

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 her 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 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Sarah M. Herrington (SEAL)

J. D. Herrington (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 27th day of July, A. D. 1900, before me, Hugh Blair Notary Public in and for said county and State, came Sarah M. Herrington and J. D. Herrington 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires 28th Decr. 1901 Hugh Blair Notary Public.

Recorded July 27th A. D. 1900, at 10¹⁵ o'clock A.M.

W. D. Morrison Register of Deeds.

The following is endorsed on original and is recent
The note herein described having been paid in full this mortgage is hereby
released, and the lien thereby created, discharged.

Witness my hand this 17th day of January A.D. 1900

Samuel Hirschland
by M. Newman

his Attorney in fact

Hugh Blair
Attest

Recorded Jan. 19th 1900
W. D. Morrison
Register of Deeds
By J. D. Morrison
Deputy