

MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAME DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this fifteenth day of January in the year of our Lord, one thousand nineteen hundred and two (1902), between Charlotte O. Herrington and F. Herrington, wife and husband, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Betsy Munk

of the second part:
Witnesseth, That the said part is of the first part, in consideration of the sum of Six hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part if 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:

The south half of Lot Sixty two (62) and the east half of the south half of Lot Sixty four (64) on Chickney Street in the block fifty six (56) West Lawrence, in the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Charlotte O. Herrington and F. Herrington do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Six hundred dollars according to the terms of one certain promissory note and four interest notes this day executed and delivered by the said Charlotte O. Herrington and F. Herrington to the said part if of the second part

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 if 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; 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 of making such sales, and the overplus, if any there be, shall be paid by the part if making such sale, on demand, to the said Charlotte O. Herrington and F. Herrington heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part ha ve hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Charlotte O. Herrington (SEAL.)
F. Herrington (SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 15th day of January A. D. 1902, before me a Notary Public in and for said County and State, came

Charlotte O. Herrington and her husband, F. Herrington
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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires July 28 1903

J. P. Kenyon Notary Public

Filed for Record the 17th day of Jan. A. D. 1902, at 10³⁰ o'clock A. M.

W. J. Sherman Register of Deeds

For Release See Book 47 Page 508