

MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAML DODSWORTH BOOK CO., LEAVESWORTH, KAN.

This Indenture, Made this Third day of May in the year of our Lord, one thousand Twelve hundred and two, between Charlotte A. Herrington and her husband F. Herrington of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. Munk of Lawrence Kansas

of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Three Hundred Dollars,

to them duly paid, the receipt of which is hereby acknowledged, have not sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second party 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:

Lot one hundred and forty nine (149) on Connecticut street 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 A. Herrington and F. 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

Three hundred dollars and interest according to the terms of one certain promissory note and six interest notes this day executed and delivered by the said Charlotte A. Herrington and F. Herrington to the said part of 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 of of the second part his 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 of making such sale, on demand, to the said Charlotte A. and F. Herrington heirs and assigns.

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

Signed, Sealed and Delivered in the Presence of

J. R. Kenyon

Charlotte A. Herrington (SEAL)

F. Herrington (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 3rd day of May A. D. 1912, before me

J. R. Kenyon

a Notary Public in and for said County and State, came

Charlotte A. Herrington and 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 28th 1913

J. R. Kenyon Notary Public

Filed for Record the 5 day of May A. D. 1912, at 2 o'clock P. M.

[Signature] Register of Deeds

Recorded 7-17-12. The above mortgage described having been paid in full, this mortgage is hereby released by the County of Douglas, Kansas, and the same is hereby ordered discharged. By the County Clerk, Douglas County, Kansas, this 17th day of July, A.D. 1912.