

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form, Joseph W. Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this fifth day of March in the year of our Lord, Nineteen  
hundred and three, 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  
Chas. Messinger of Lawrence, Kans. of the second part:  
 Witnesseth, That the said parties of the first part, in consideration of the sum of  
Five Hundred 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 his 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 North Half N 1/4 of Lots Sixty Two  
(62) and Sixty Four (64) on Pinckney Street in the City of Lawrence  
Kansas in Block 56 West 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 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  
Five Hundred Dollars  
 according to the terms of one certain principal note and ten bond notes this day executed  
 and delivered by the said Charlotte A. Herrington and F. Herrington to the said party 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 party 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 cost and charges of making such sales, and the overplus, if  
 any there be, shall be paid by the party making such sale, on demand, to said Charlotte A. and F. Herrington  
 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, Sealed and Delivered in Presence of

J. R. KenyonCharlotte A. Herrington [SEAL]F. Herrington [SEAL]

[SEAL]

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 5th day of March A. D. 1903, before meJ. R. Kenyon a Notary Public in and for said County and State, came  
Charlotte A. Herrington and F. Herringtonto 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 and affixed my official seal on the day and  
 year last above written.My Commission Expires July 28 1903J. R. Kenyon Notary Public.Filed for Record the 6th day of March A. D. 1903, at 11<sup>00</sup> o'clock A. M.Alb. Armstrong Register of Deeds.By J. C. Bowman Deputy.

(has release fee Book 47 Page 236)