

# MORTGAGE RECORD No. 45.

225

MORTGAGE STANDARD FORM. Gaszle Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Second day of March in the year of our Lord one thousand nine hundred and nine, between Charlotte A. Herrington and Freeman Herrington, her husband of the County of Douglas and State of Kansas, of the first part, and Hugh Blair 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 South half (S) of Lot number Twenty (20) in Block number Fifty six (56) West Lawrence in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of 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 Five Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said party of the second part payable two years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 Parties 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, Sealed and Delivered in presence of  
Jessie Watt  
Charlotte A. Herrington [SEAL]  
Freeman Herrington [SEAL]

STATE OF KANSAS,  
Douglas County ss.  
BE IT REMEMBERED, That on this 2<sup>nd</sup> day of March A. D. 1909, before me, Jessie Watt 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 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 30<sup>th</sup> Mch. 1912 Jessie Watt Notary Public.

Filed for Record the 11 day of Mch. A. D. 1909 at 8<sup>38</sup> o'clock A. M.

Hugh Lawrence Register of Deeds.  
Deputy.

Recorded Oct 28 1909  
 Hays L Lawrence  
 Register of Deeds  
 This mortgage was duly acknowledged before me on the 28 day of October A. D. 1909  
 Hugh Blair  
 Jessie Watt

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