

Mortgage Record.

This Indenture, Made this Second day of August in the year of our Lord one thousand nine hundred and thirteen, between Freeman Herrington and Charlotte A. Herrington (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Agood A. Colman and Rosa R. Colman of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven 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 parties of the second part, their 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 Nos. sixty-two (62) and sixty-four (64) both on Kinckney Street, in Block No. fifty-six (56) in that part of the City of Lawrence known as West Lawrence, in Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Freeman Herrington and Charlotte 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of

Seven hundred DOLLARS, according to the terms of one certain promissory note, this day executed by the said Freeman Herrington and Charlotte A. Herrington to the said parties of the second part; said note being given for the sum of

Seven hundred DOLLARS, dated Aug. 2 1913, due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and three coupons of forty-two dollars each hereto attached. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of

Seven hundred DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, their executors, administrators or 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 parties of the second part, their executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said Freeman Herrington heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year last above written.

Signed, sealed and delivered in presence of

Freeman Herrington (SEAL.)
Charlotte A. Herrington (SEAL.)

STATE OF KANSAS,

Douglas County } ss.

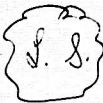
BE IT REMEMBERED, That on this 2d day of August A. D. 1913, before me, the undersigned, a Notary Public in and for said County and State, came Freeman Herrington and Charlotte A. Herrington to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged 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 May 21 1913

This instrument was filed for record at the 2 day of Aug

E. B. Hosford Notary Public.
D. 1913, at 11 o'clock P.M.
Floyd L. Lawrence Register of Deeds.
By R. M. McDonnell Deputy.



The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created is discharged. As witness my hand this second day of August A. D. 1913.

Agood A. Colman
Rosa R. Colman
Lawrence

Recorded August 9 1913
Floyd L. Lawrence
Register of Deeds.

(For Assignment See Book 574, Page 11)

This mortgage is entered on the official instrument of the State of Kansas, and is hereby released and the lien hereby created is discharged. As witness my hand this second day of August A. D. 1913.

Recorded July 3 1914
Freeman Herrington