

Mortgage Record.

This Indenture, Made this Twenty fifthday of July

year of our Lord one thousand nine hundred

and Ninth Charlotte A. Herrington & Freeman Herrington (Husband)Lawrence in the County of DouglasPresident Coal Trust Co. Kansas: yearly of Friends

and State of Kansas, of the first part, and

of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum ofFive hundredto them duly paid, the receipt of which is hereby acknowledged, have us sold, and by these presents do us grant, bargain, sell and mortgage to the said part us 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:Sixty six (66^{ac}) & eight (8) in Block no. Fifty six (56) West Lawrence in the City of Lawrencewith the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the saidCharlotte A. Herrington & Freeman Herrington do hereby covenant andagree 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, 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 ofFive hundred

DOLLARS,

according to the terms of one certain promissory note. This day executed by the saidCharlotte A. Herrington & Freeman Herringtonto the said part us of the second part; said note being given for the sum ofFive hundred

DOLLARS,

dated July 25th 1912, due and payable in two year 2 from date thereof,with interest thereon from the date thereof until paid according to the terms of said note and two coupons of Fifteen dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part us 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 ofFive 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 part us of the first part, and the expense of such taxes and accruing penalties, interest 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 part us of the second part, and all sums paid by the part us of the second part for insurance, shall be due and payable or not, at the option of the part us of the second part; and it shall be lawful for the part us of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, in any way thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part us of the second part, his 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 part us making such sale, on demand, to the said Charlotte A. Herrington heirs and assigns.IN TESTIMONY WHEREOF, The said part us of the first part have their hereunto set their hand 3 and seal the day and year last above written.

Signed, sealed and delivered in presence of

Charlotte A. Herrington

(SEAL)

F. Herrington

(SEAL)

STATE OF KANSAS,

Douglas County } ss.BE IT REMEMBERED, That on this 25th day of July, A. D. 1912,before me, John M. Newlin, a Notary Public

in and for said County and State, came

Charlotte A. Herrington & Freeman Herringtonto 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 March 10 1915This instrument was filed for record on the 30th day of AprilA. D. 1915, at 3³⁰ o'clock P. M.By W. B. Hefel Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 20th day of May, A. D. 1914

W. B. Hefel Deputy

W. B. Hefel Deputy

Recorded July 5th 1914

W. B. Hefel

Register of Deeds