

Reg. No. 3672  
Fee Paid 10.50

## MORTGAGE RECORD—59.

This Indenture, Made this 24th day of January A. D. 1928, between  
W. H. Herrington, Edith Herrington, his wife, and George Herrington and  
Katherine Herrington, his wife and Sarah H. Herrington, single  
 of Graham County, in the State of Kansas - of the first part, and  
O. M. Lloyd - of the second part;

Witnesseth, That said parties of the first part, in consideration of the sum of  
Forty - two Hundred DOLLARS,  
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his  
 heirs and assigns, all the following described REAL ESTATE, situated in the County of \_\_\_\_\_ and State of Kansas -

Southwest Quarter (S.W. 1/4) Section Four (4) Township  
Twelve (12) Range Thirty - Six (36) Logan County -  
West Half of Lot Three (3), All of Lot Four (4),  
and the East Fifteen (15) Feet of Lot Five (5)  
in Block Thirty Three (33) in City of Morland  
Graham Co. Kansas; Also Tract (2), (3), (16) and  
(17) Southeast Lawrence Suburban acres Division  
being a part of the East Half of the Northeast  
Quarter of Sec. 7 - Town 13 Range 20. Douglas  
County, Kansas.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said W. H. Herrington, Edith Herrington, his wife, and George V. Herrington, Katherine Herrington, his wife, and Sarah H. Herrington, single  
 have on this day executed and delivered, their certain promissory note, in writing to said party of the second part, of which the following is a

copy: moreland, Kansas, January 24, 1928  
Six months after date, we promise to pay to the order of O. M. Lloyd at  
Attoona, Kansas, Forty Two Hundred Dollars, with interest at the rate of 10  
per cent per annum from date until paid. Value received. Interest payable  
at maturity. We, the makers, endorse, assignors and sureties, severally  
waive presentment for payment, demand, protest, and notice of protest for  
non-payment of this note.

Katherine Herrington W. H. Herrington  
Sarah H. Herrington Edith Herrington  
George V. Herrington

Now, If said party of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money  
 in the above described note, mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged  
 and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due,  
 and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made  
 due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said party of the second part  
 shall be entitled to the possession of said premises.

In Witness Whereof, The said party of the first part has hereunto set their hand 5 the day and year first above written.

Executed in the presence of

W. H. Herrington  
Edith Herrington  
Katherine Herrington  
George V. Herrington  
Sarah H. Herrington

STATE OF KANSAS,

County of Edis } ss.

Be it Remembered, That on this 24th day of January A. D. 1928, before me

the undersigned a Notary Public in and for said County and State, came  
W. H. Herrington and Edith Herrington, his wife, Katherine Herrington and  
Sarah H. Herrington, single who are personally known to me to be the same person, S who executed the within instrument of writing, and such person S  
 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 Nov. 28 1928 I. S. Wasinger Notary Public.

Recorded Aug 30, 1928  
 at 1:00 P.M.

Geo. E. Wellman  
Reg. of Deeds  
Bydep.

State of Kansas, County of Graham, ss.  
 I, the undersigned, Notary Public in and for  
 said County and State, do hereby certify that  
 the foregoing is a true and correct copy of the  
 original of the within instrument of writing,  
 as the same was presented to me for recording  
 and for the purpose of recording the same.  
 I. S. Wasinger  
 Notary Public