

MORTGAGE

(NO. 52B)

64172

BOOK 116

Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

**This Indenture,**Made this 7th day of October  
A. D. 1957, between Jesse C. Holloway and Mabel E. Holloway, his wifeof Baldwin, in the County of Douglas and State of Kansas  
of the first part; and Mrs. Alta M. Story

of the second part.

**Witnesseth,** That the said part ies of the first part, in consideration of the sum of Three Thousand and no/100 ----- 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 part y of the second part her 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 East Quarter of the North East Quarter (SE 1/4)  
of Section 10, Township 15, Range 19, Douglas Co., Kansas,  
containing 40 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Jesse C. Holloway and Mabel E. Holloway, his wife do es 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 Three Thousand and no/100 ----- Dollars, according to the terms of one certain Note this day executed and delivered by the said Jesse C. Holloway and Mabel E. Holloway, his wife to the said part y of the second part Mrs. Alta M. Story

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, 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 part y of the second part her 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 sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to said

heirs and assigns

**In Witness Whereof,** The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Jesse C. Holloway (SEAL)  
Jesse C. Holloway (SEAL)  
Mabel E. Holloway (SEAL)  
Mabel E. Holloway (SEAL)

STATE OF KANSAS

Douglas County, } ss.

Be It Remembered, That on this 7 day of October A. D. 1957before me, Donald O. Nutt, a Notary Publicin and for said County and State, came Jesse C. Holloway and Mabel E. Holloway, his wife

to me personally known to be the same person who executed the within 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 8, 1958

Donald O. Nutt Notary Public  
Donald O. Nutt

Recorded October 16, 1957 at 2:35 P.M.

RELEASE.

Harold A. Beck, Register of Deeds  
By: Marie Wilson 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 9th day of July 1963

Alta M. Story

This release was written on the original mortgage.

entered

this 9 dayof July1963

Harold A. Beck

Reg. of Deeds

By: Marie Wilson