

This Indenture, Made this 12<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and eighty Eight between Alfred M. Holmes and Caroline L. Holmes his wife of Palmyra, Mo. in the County of Douglas and State of Kansas of the first part, and M. E. Rabiton of the second part,

Witnesseth, That the said part as of the first part in consideration of the sum of One hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part two 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: All that part of the North West quarter of Section twenty Eight in Township four (4) of Range twenty (20) East and lying North and West of the Right of way of the Southern Kansas Railroad and containing about One hundred and ten (100) acres of land more or less

with all the appurtenances, and all the estate, title and interest of the said part as of the first part therein. And the said Alfred M. Holmes and Caroline L. Holmes his wife 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 One hundred and fifty Dollars according to the terms of my certain promissory note this day executed and delivered by the said Alfred M. Holmes and Caroline L. Holmes to the said part two of the second part: Said note dated Nov. 10<sup>th</sup> 1888 for the sum of One hundred and fifty dollars due one year after date with ten per cent. interest from date until paid

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 part two of the second part their executors, administrators and 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 part two of the second part executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part two making such sale on demand to the said Alfred M. Holmes and Caroline L. Holmes their heirs and assigns.

In Witness Whereof, The said part as of the first part, ha ve hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

M. E. Rabiton  
Miner Tongue

Alfred M. Holmes (SEAL.)  
Caroline L. Holmes (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 12<sup>th</sup> day of Nov., A. D. 1888, before me, M. E. Rabiton, a Notary Public in and for said County and State, came Alfred M. Holmes and Caroline L. Holmes his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Oct - 15 - 1890 M. E. Rabiton Notary Public.

Recorded Nov - 21 - 1888, A. D. 1888, at 12 o'clock M.

James Brooks  
Register of Deeds.

This mortgage was recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 12th day of November, 1888, at 12 o'clock, M., and the same was acknowledged by the mortgagors, Alfred M. Holmes and Caroline L. Holmes, his wife, before me, a Notary Public in and for said County and State, on the 12th day of November, 1888, at 12 o'clock, M.

Recorded June 3, 1892, at 5:00 P.M. by me, J. W. Carter, Register of Deeds.

B. J. Norton

This mortgage is recorded on the original instrument \$236.00  
 Received of W. C. Moss, the mortgagee named Mortgage the sum of Twenty two hundred and fifty and no/100  
 in full satisfaction of the within mortgage  
 Recorded January 3<sup>rd</sup> 1890  
 Charles A. Seale