

This Indenture, Made this 4th day of October A. D. 1904, between
Mary A. Holand and her husband J. T. Holand
of Douglas County, in the State of Kansas of the first part, and
Bertha A. Grosvenor
of Cherokee County, in the State of Kansas of the second part:

Witnesseth, That said part ies of the first part, in consideration of the sum of
Three hundred and fifty AND 100 DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y of
the second part, her heirs and assigns, all the following described REAL ESTATE, situated in
Douglas County, and State of Kansas, to-wit:-

The west half of the south half of Block Forty seven (47) in West Lawrence in the city of Lawrence.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever:-

Provided, Always, And these presents are upon this expressed condition, that whereas said
Mary A. Holand and J. T. Holand
have this day executed and delivered one certain promissory note in writing to said part y of the second part,
of which the following is a copy of:

\$900.00 Lawrence, Kansas, Oct. 4th 1904.
Five years after date we promise to pay to the order of Bertha A. Grosvenor, Three hundred and fifty dollars at the Merchants National Bank, Value received with interest at 7 per cent per annum, after date until paid. Interest payable semi-annually.
Mary A. Holand.
J. T. Holand.

Now, If said part ies of the first part shall pay or cause to be paid to said part y of the second part, her 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 part y of the second part shall be entitled to the possession of said premises. See below.

In Witness Whereof, The said part ies of the first part have hereunto set their hand s the day and year first above written.

STATE OF KANSAS, } SS:
Douglas County, }

Be it Remembered, That on this 4th day of October A. D. 1904, before me the undersigned, a Notary Public in and for the County and State aforesaid, came
Mary A. Holand and J. T. Holand

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 Testimony Whereof, I have hereunto set my hand, and affixed my notarial Seal, the day and year last above written.

L. S. Stoll Notary Public,
Lawrence, Kansas. Term expires June 20 1906
1904 A. D. 189, at 9³⁰ o'clock A. M.

Recorded Oct. 6th A. W. Armstrong Register of Deeds.

* And said parties of the first part further agree, upon default of the above covenant and condition, or any or either of them, to pay the sum of Twenty five Dollars, for the mortgage, or his assigns attorneys fees for the foreclosure of this mortgage, which said shall be a lien upon said premises, added to the amount of said obligation, and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of mortgage.

The following is endorsed on the original instrument

Los Angeles, California Feb 13th 1907.

The note secured by the within mortgage having been fully paid I hereby release the mortgage, and order the same discharged of record.

Recorded Feb 16th 1907.

A. W. Armstrong, Register of Deeds.

Bertha A. McArtine, formerly Bertha A. Grosvenor