

This Indenture, Made this Seventh day of May in the year of our Lord one thousand eight hundred and ninety Eight between Byron Holmes

of Media in the County of Douglas and State of Kansas of the first part, and Eliza Labarriere of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of One Thousand DOLLARS, to him duly paid, the receipt

of which is hereby acknowledged, ha s sold and by these presents do e 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: Beginning at the South West corner of the South West quarter of Section Twenty one '21' Township Fourteen '14' Range '20' Thence running North Seventy Three Rods '73' Thence East Fifty Rods '50' Thence North Eighty Seven Rods '87' Thence East Fifty four and one half Rods '54 1/2' Thence South Sixty two and one third Rods '62 1/3' Thence East Fifty six and one half Rods '56 1/2' Thence South Sixty eight and one third Rods '68 1/3' Thence West one hundred and Sixty '160' To place of Beginning, containing one hundred and Sixteen acres '116' more or less

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Byron Holmes do e hereby covenant and agree that at the delivery hereof he is 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 except one certain first mortgage of \$500

This grant is intended as a ^{2nd} Mortgage to secure the payment of the sum of One thousand dollars

according to the terms of Four certain Notes this day executed and delivered by the said Byron Holmes to the said part y of the second part: Eliza Labarriere

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 therefor, 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, appraisement hereby waived or not at the option of the part y of the second part her 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 for making such sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand to the said Eliza Labarriere heirs and assigns.

In Witness Whereof, The said part y of the first part, ha e hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

N. P. Hiebert

Byron Holmes (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 7 day of May, A. D. 1898, before me, J. A. Halliday, a Notary Public in and for said County and State, came Byron Holmes to me personally known to be the same person 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 Aug. 2, 1901 J. A. Halliday Notary Public.

Recorded May 24th A. D. 1898, at 10⁵⁰ o'clock A.M.

W. B. H. H. H.
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 7th day of May 1898
Eliza Labarriere

Attest: Ellis B. Simpson
Deputy Register of Deeds

