

## MORTGAGE RECORD No. 38.

MORTGAGE-Standard Form. SAME DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 4 day of October in the year of our Lord, one thousand nine  
hundred and one, between Mrs. S. W. Holloway widow of Jason Holloway  
of \_\_\_\_\_ in the County of \_\_\_\_\_

Douglas and State of Kansas, of the first part, and J. B. Holloway  
of the second part:

**Witnesseth,** That the said part 1st of the first part, in consideration of the sum of  
One hundred and fifty seven & 50/100 **Dollars,**  
to her duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do av grant, bargain, sell and mortgage  
to the said part 1st of the second part his 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 undivided one half interest in the north east quarter of section twenty  
six (26) township fourteen (14) range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said  
party of the first part do av hereby covenant and agree that  
at the delivery hereof she 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

This Grant is intended as a Mortgage to secure the payment of the sum of  
One hundred and fifty seven and 50/100 Dollars  
according to the terms of One certain promissory note this day executed  
and delivered by the said party of the first part to the said part 1st of the second part

Said note being for the sum of \$157.50 and bearing interest at the rate of five  
percent per annum from date said note being payable three years from date  
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 1st of the second part his 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 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 1st of making such sale, on demand, to the said party of the first part  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

S. W. Holloway (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,  
County of Douglas -COUNTY- ss.

BE IT REMEMBERED, That on this 4 day of October A. D. 1901, before me  
Gertrude Standing a Notary Public in and for said County and State, came



S. W. Holloway 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 July 3 1902

Gertrude Standing  
Notary Public

Filed for Record the 9 day of Oct A. D. 1901, at 9 o'clock A. M.

J. B. Holloway Register of Deeds

The following is a copy of an original instrument  
of my note described having been paid in full this mortgage  
is hereby released and the lien thereon is hereby discharged.  
Witness my hand this 11th day of February A.D. 1904  
J. B. Holloway

Recorded February 9th A.D. 1904  
W. B. Armstrong  
Register of Deeds  
By J. B. Holloway  
Deputy