

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Lucas & Co. Printers. Bladensburg Blank Book Makers. Lawrence, Kan.

This Indenture, Made this tenth day of April in the year of our Lord, One thousand nine hundred and three, between Scott R. Holloway and Clara A. Holloway his wife of Laurina in the County of Douglas and State of Kansas, of the first part, and Merchants Loan and Savings Bank, Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand 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 party of the second part its successors 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 north sixty (60) feet of Lot number twenty-two (22), Block Seventeen (17) Babcock's enlarged addition to the City of Laurina

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Scott R. Holloway and Clara A. Holloway his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 thousand dollars according to the terms of one certain Confession Mortgage this day executed and delivered by the said Scott R. Holloway and Clara A. Holloway his wife to the said party of the second part

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 party of the second part its successors, assigns, 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 cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Scott R. Holloway and Clara A. Holloway his wife, their 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

William Shank

Scott R. Holloway [SEAL]

Clara A. Holloway [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 10 day of April A. D. 1903, before me

a Notary Public in and for said County and State, came

Scott R. Holloway and Clara A. Holloway, his wife

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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires May 31 1903.

Daniel W. Shaw Notary Public.

Filed for Record the 10 day of April A. D. 1903, at 11³⁶ o'clock P. M.

W. Armstrong Register of Deeds.

By J. L. Lowman Deputy.

The following is Enclosed per the original instrument:
The note herein described having been paid in full, this mortgage is hereby released. And the lender hereby
covenant discharged, as witness my hand and seal this 10th day of April, A. D. 1903.
Notary with official seal of the State of Kansas, in presence of the persons named herein, and the presence of the
Notary, J. L. Lowman, Secy.

Recorded April 15, 1903
By W. Armstrong
Register of Deeds.