

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form, JOURNAL CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 28th day of October in the year of our Lord, Twenty hundred and four, between Franklin Holmick and Christanna Holmick his wife of the City of Douglas in the County of Jackson and State of Kansas, of the first part, and J. P. Usher of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five hundred 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 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 South half of Lot number one hundred and fifteen (115) and the North quarter and one half (12 1/2) feet of Lot number one hundred and seventeen (117) on Delaware Street in the City of Lawrence, and the South half of Lot number one hundred and fifteen (115) and the North quarter and one half (12 1/2) feet of Lot number one hundred and seventeen (117) on Delaware Street Zula Addition to the City of Lawrence in said County and State

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Five hundred Dollars according to the terms of one certain Note this day executed to the said party of the second part and delivered by the said parties of the first part. Payable three years after date with interest thereon according to the terms of said Note and Coupons thereto attached

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 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 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 parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Franklin Holmick [SEAL]
Christanna Holmick [SEAL]
[SEAL]

Hugh Blair

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this Oct day of Oct A. D. 1904, before me

Hugh Blair a Notary Public in and for said County and State, came Franklin Holmick and Christanna Holmick 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 28th Decy 1905

Hugh Blair Notary Public.

Filed for Record the 11th day of Jan A. D. 1905, at 3¹⁰ o'clock P. M.

W. B. Armstrong Register of Deeds.
Deputy.

(The following is described and is hereby released and the lien thereby created discharged. As witness my hand and seal this 16th day of Nov. 1911)
Hugh Blair
 Notary Public

Recorded Nov 16 1911
 Lloyd J. Lawrence
 Register of Deeds

For assign sent and as per page 429