## MORTGAGE RECORD No. 43.

569

Jorgan, Co., Printers, Binders and Blank Book Vakers, Lawren 11 .... This Indenture, Made this first day of formary in the year of our Lord, millecu undred and clathet, between Ernely a. Helloway and Thewada a. Melloway of Nanuak Funshipin the County of C. Jurin the County of Anglas and State of Kansas, of the first part, and Julia Princed of Chicago Ill of the second part: cond nart: of the sum of Witnesseth, That the said partis Sol the first part, in consideration of the sum of Eleven Hundred Dollars. Dollars. to there duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do \_\_\_\_\_grant, bargain, sell and mortgage and mortgage ty of Douglas, to the said part 4 of the second part hat 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: less hight-The North Half of the North cast Quarter of Section town interes twenty mine (29), less ten (10) acres in the south west tinagona athe sast con t corner of duarter, in a square form, (lloo ten (10) acres ina Print Ter section equare form in the morthcast corner of the north west quarter of quarter a stake section twenty eight (28) - all in Trunships Tucluce (12) ler section the place fly Range Mineteen (19) hans long bot with all the appurtenances, and all the estate, title and interest of the said part use of the first part therein. And the said\_ Emery A. Holloway " Nevada A. Molloway do hereby covenant and agree that and agree that at the delivery hereof they and the lawful owner sof the premises, above granted, and seized of a good and indefeasible nd indefeasible estate of inheritance therein free and clear of all incumbrances ... t of the sum of This Grant is intended as a Mortgage to secure the payment of the sum of \$ 1100 me certain mote this day executed according to the terms of ..... and delivered by the said Energy A. Holloway & Hurada U. Holloway to the said part 4 of the second part the second part Julia Friend part thereof. or 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 whole amount 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, Lea executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereol, in the manner prescribed by law; and out of all the moneys arising and assigns, at moneys arising sales, and the 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 t. overplus, if any there be, shall be paid by the part of making such sale, on demand, to said parties of the fist fart heirs and assigns. IN WITNESS WHEREOF, The said part Sof the first part have hereunto set the hand sand seal the day and year first above ear first above written. Emery a. Holloway [ [SEAL.] [SEAL.] Signed, Sealed and Delivered in Presence of Herdda a, Holloway ' [SEAL.] ......[SEAL.] \_\_\_\_[SEAL.] \_[SEAL.] STATE OF KANSAS, County of Douglas 1 1. et day of fanuary A. D. 908, before me before me BE IT REMEMBERED, That on this \_\_\_\_\_ Ena R. Neville Emery a. Hot and Therada A. nd State, came Holloway to me personally known to be the same to be the same delloway. 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 on the day and year last above written En H. Henele' My Commission Expires Detaber - 14-1911 Notary Public. tary Public. Filed for Record the 2 d A. D. 1908, at / o'clock / M. day of fare, all, Cours hory " Register of Deeds. ister of Deeds. By Osie & Vincetrory, Deputy. Deputy. - Start Starting Constant and the second second - Laboratory and a state of the state of the