

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 25th day of January in the year of our Lord Nineteen
Hundred Nine, between Byron Holmes & Nellie
Holmes of Baldwin in the County of
Douglas and State of Kansas, of the first part, and
The Baldwin State Bank 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 its 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:

That part of the North West quarter (n.w. 4) of Sect 28
Trp 14 South Range 20 lying north and west of the
right of way of the Southern Kansas Railway containing
One hundred Ten acres

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Byron Holmes and Nellie Holmes do hereby covenant and agree that
at the delivery hereof they are 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 excepting a first mortgage of
\$1000 in favor of Elizabeth Rullen on which \$400 has
been paid 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
and delivered by the said Byron Holmes and Nellie Holmes to the said party of the second part
two years after date with 7% interest

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 heirs 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 Byron Holmes, his
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

Byron G. Holmes [SEAL]

Nellie M. Holmes [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25th day of Jan A. D. 1909, before me,

W. M. Clark

Byron Holmes and Nellie M. 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires May 15 1911

W. M. Clark Notary Public.

Filed for Record the 25th day of July A. D. 1909, at 2²⁵ o'clock A M.

Floyd L. Lawrence Register of Deeds.
Deputy.

One reference to instrument on this subject is hereby released and the
same hereby created discharged. As witness my hand this 25th day of January A. D. 1909.

W. M. Clark, Pres
W. M. Clark, Sec

W. M. Clark

Recorded Sept 4 1912
Floyd L. Lawrence
Register of Deeds

Recorded Sept 15 1909
Floyd L. Lawrence
Register of Deeds