

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 14 day of June in the year of our Lord Thirteen  
hundred Ten, between Byron J. Holmes and Nellie M. Holmes, his wife,  
Douglas of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and  
Lewis J. Stevenson of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Three Hundred Twenty-five <sup>m/100</sup> 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:

Beginning twenty six rods (26R.) and Eleven (11) feet North of the South East Corner  
 of section twenty (20) Township Fourteen (14) Range Twenty (20) East; thence North  
 Twenty three (23) Rods, five and one half feet ( $5\frac{1}{2}$ ) thence West Eighty (80) rods,  
 thence South Fifty (50) Rods, thence East twenty (20) rods; thence North twenty-six  
 (26) rods and eleven (11) feet; thence east Sixty (60) rods to place of beginning.  
 Containing fifteen acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Byron J. Holmes and Nellie M. Holmes 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  
Three hundred Twenty-five dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said Byron J. Holmes and Nellie M. Holmes 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, 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  
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Byron J. Holmes [SEAL]

Nellie M. Holmes [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 14 day of June A. D. 1910, before me,

W. M. Clark Notary Public in and for said County and State, came

Byron J. 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 15 day of June A. D. 1910, at 9<sup>th</sup> o'clock A. M.

Floyd L. Lawrence Register of Deeds.

Manraduke McKinnell Deputy.

One hundred is returned on the original (L. Stevenson)  
 Mortgage herein described having been paid in full, this mortgage is hereby released and by  
 me thereby created discharged. As witness my hand this 17 day of October A. D. 1912

Lewis J. Stevenson

Recorded July 28 1912

Floyd L. Lawrence Register of Deeds.

Geo. C. Wright

This note herein described having been paid in full, this mortgage is hereby released and the  
 lien thereby created discharged. As witness my hand this 17 day of October A. D. 1912  
Floyd L. Lawrence Register of Deeds.

Recorded June 18 1912  
Floyd L. Lawrence Register of Deeds.