

MORTGAGE RECORD No. 49.

291

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

This Indenture, Made this 23rd day of December in the year of our Lord nineteen
hundred eleven, between Louella J. Holmes and J. R. Holmes
her husband of Lawrence in the County of

Douglas and State of Kansas, of the first part, and
Elizabeth J. Von Stein of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Twenty Five Hundred (\$2500) DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do—grant, bargain, sell and mortgage
to the said part 2d of the second part her 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:
Lot No One Hundred and Forty-two (42) on Tennessee
Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said

Louella J. Holmes and J. R. 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

\$2500 00

according to the terms of three certain notes this day executed

and delivered by the said Louella J. Holmes and J. R. Holmes to the said part 2d of the second part

\$500 00 due March 1, 1913 \$1000 00 due March 1, 1914 \$1000 00 due

March 1st 1915 interest 6% payable at the Citizens State Bank.

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 part 2d of the second part, her 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 part 2d making such sale, on demand, to said Louella J. Holmes.

heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hand and seal the day and year first above

written.

Signed, Sealed and Delivered in presence of

Louella J. Holmes [SEAL]

J. R. Holmes [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 23rd day of December A. D. 1911, before me,

John A. Hall a Notary Public in and for said County and State, came

Louella J. Holmes and J. R. Holmes

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 Sept 30 1912 John A. Hall Notary Public.

Filed for Record the 24 day of Dec A. D. 1911, at 2 00 o'clock P.M.

Elroy L. Lawrence Register of Deeds.

Deputy.

This mortgage is returned on the original instrument.
The note herein described having been paid-in-full, this mortgage is hereby released and the
lien thereon is hereby discharged. As witness my hand this 2nd day of March A. D. 1912

Elizabeth J. Von Stein
Notary Public

Alfred J. Lawrence
Register of Deeds

Recorded March 9th 1912

Elroy L. Lawrence
Register of Deeds

Notary Public.

Deputy.