

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 18th day of April in the year of our Lord nineteen hundred and twelve, between Byron Holmes and Nellie M. Holmes his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The Peoples State Bank (a Corporation) of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred fifty & no/100 - 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:
Commencing at the Southeast corner of the Southeast Quarter of Section Twenty (20) in Township Quarter (14) of Range Twenty (20) Thence West Sixty (60) Rods; Thence North Twenty-six (26) rods and eleven (11) feet; Thence East Sixty (60) rods; Thence South Twenty-six (26) rods and eleven (11) feet to place of beginning containing ten acres of land.

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 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 One hundred fifty Dollars according to the terms of one certain promissory note and delivered by the said Byron Holmes and Nellie M. Holmes to the said party of the second part due six months after date with interest at the rate of 8% per annum

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 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 first parties or 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

Byron Holmes [SEAL]
Nellie M. Holmes [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 18th day of April A. D. 1912, before me,

J. S. Ross

a Notary Public in and for said County and State, came Byron Holmes and Nellie M. Holmes 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 March 28th 1913

J. S. Ross Notary Public.

Filed for Record the 19 day of April A. D. 1912 at 9:00 o'clock a. M.

Dwight L. Laurier Register of Deeds.
 Deputy.

The following is a reference to the original instrument:
 This note hereby received having been paid in full, this note is hereby released and the
 lien hereby created thereon is hereby released. As witness my hand and the seal of said County, this 19th day of April, A. D. 1912.
Dwight L. Laurier
 Register of Deeds

Recorded Dec 23 1913
Dwight L. Laurier
 Register of Deeds