

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 31st day of August in the year of our Lord nineteen
hundred and twelve, between Byron I. Holmes and Nellie M. Holmes, his wife
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
Fifteen 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 successors 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 (NW^{1/4}) Section Twenty Eight
(28) Township fourteen (14) South, Range Twenty (20) lying
north and West of the right of way of the Southern Kansas Rail-
road containing five 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 I. 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
Fifteen hundred dollars
 according to the terms of one certain note this day executed
 and delivered by the said Byron I. Holmes and Nellie M. Holmes to the said party of the second part
due in three years with with 6% interest payable annually

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 successors 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
 surplus, if any there be, shall be paid by the party making such sale, on demand, to said Byron I. 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

B. I. Holmes [SEAL]

Nellie M. Holmes [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 31st day of August A. D. 1912, before me,
Arthur Huff a Notary Public in and for said County and State, came
B. I. 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 Aug 7 1915

Arthur Huff Notary Public.

Filed for Record the 4 day of Sept A. D. 1912, at 9⁰⁰ o'clock A M.

Clay L. Lawrence Register of Deeds.
Deputy.

The mortgage herein described is being paid in full, and the same is hereby released and the
 mortgagee is hereby discharged. As witness my hand this 31st day of August 1912.
Byron I. Holmes and Nellie M. Holmes
Chas. E. Becker
Wm. Clark and
John L. Lawrence
Dec 2nd 1914
Dec 6, 1914