

## Mortgage Record No. 52.

This Indenture, Made this 11th day of February in the year of our Lord  
Twenty hundred and fourteen, between Byron J. Holmes and  
Nellie M. Holmes his wife of \_\_\_\_\_ in the County of  
Douglas and State of Kansas, of the first part, and  
The Peoples State Bank of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
One Hundred Fifty and 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:  
Ten acres of land, more or less, beginning at the South East corner of the South East  
Quarter of Section 20 Township 14 Range 20, running West 60 rods, thence North 26 rods  
and 11 feet, thence East 60 rods, thence South 26 rods and 11 feet to beginning.

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 owner 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 and no/100  
according to the terms of a 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  
The Peoples State Bank of Baldwin Kansas

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 there-  
of, 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, adminis-  
trators 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 parties making such sale, on demand, to said  
Byron J. Holmes and Nellie M. Holmes, and 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 J. Holmes (SEAL)

Nellie M. Holmes (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 11th day of February A. D. 1914, before me,

J. C. Niese a Notary Public in and for said County and State, came

Byron J. Holmes and Nellie M. Holmes, husband

and 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 Oct. 25 1917

J. C. Niese

Notary Public.

Filed for Record the 14th day of Feb.

A. D. 1914, at 2:32 o'clock P. M.

Thos. L. Lawrence Register of Deeds.

Geo. C. Niese Deputy.

The following is referred to on the original instrument:  
 The same herein described having been paid in full, this mortgage is hereby released and the  
 same hereby created discharged. As witness my hand and seal this 11th day of February, 1914.  
Thos. L. Lawrence  
 (Seal)  
Thos. L. Lawrence  
 Register of Deeds.  
Geo. C. Niese  
 Deputy.

Recorded July 28 1914  
 Thos. L. Lawrence  
 Register of Deeds.  
 Geo. C. Niese  
 Deputy.

The following is referred to on the original instrument:  
 The same herein described having been paid in full, this mortgage is hereby released and the  
 same hereby created discharged. As witness my hand and seal this 11th day of February, 1914.  
Thos. L. Lawrence  
 (Seal)  
Thos. L. Lawrence  
 Register of Deeds.  
Geo. C. Niese  
 Deputy.

Recorded Jan 6 1915