

Mortgage Record No. 52.

For assignment see Book 51, Page 523  
For assignment see Book 52, Page 627

This Indenture, Made this sixth day of October in the year of our Lord Nineteen hundred and fourteen between Paul L. Holmes, single, of the Township of Palmyra in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of Twenty-five hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents do th grant, bargain, sell and mortgage to the said part y 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: The Southwest quarter (1/4) of the Southeast quarter (1/4) of Section Twenty-one (21) in Township Fourteen (14) of Range Twenty (20), Also Beginning at the Southeast corner of the Southwest quarter (1/4) of said Section 21; thence North along the East line of said quarter section 93-1/3 rods; thence West 56-1/2 rods; thence North 62-1/3 rods; thence West 26 rods; thence South 130 rods; thence East 1/2 rod; thence South 10 rods; thence East 8 rods; thence South 20 rods; thence East 70 rods to the place of beginning, containing 59 acres, the two parcels hereby described containing by admeasurements 99 acres.

The Mortgagor, agrees to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company or companies approved of by this mortgagee with mortgage clause making loss payable to said mortgagee, or his assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part do th hereby covenant and agree that at the delivery hereof he is 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 Twenty-five hundred Dollars according to the terms of One certain Note this day executed and delivered by the said party of the first part to the said part y of the second part payable five years after date with interest thereon according to the terms of said note (or) coupons thereto attached

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 y of the second part, his 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 y making such sale, on demand, to said party of the first part, his heirs and assigns.

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

Signed, Sealed and Delivered in presence of Paul L. Holmes (SEAL) (SEAL) (SEAL)

STATE OF KANSAS, }  
Douglas County, ss.

BE IT REMEMBERED, That on this 6th day of October A. D. 1914, before me, Jennie Math a Notary Public in and for said County and State, came

Paul L. Holmes, single 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 30th Feb 1916 Jennie Math Notary Public.

Filed for Record the 13th day of Oct A. D. 1914, at 845 o'clock A.M.  
Royd L. Lawrence Register of Deeds.  
Geo. B. Netzel Deputy.