

Mortgage Record No. 52.

This Indenture, Made this 8th day of October in the year of our Lord
Nineteen hundred and fourteen, between Paul L. Holmes, a single man, & Byron L. Holmes & Nellie 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
Five hundred fifty \$705.00 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 part y of the second part its ~~successors~~ 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: Beginning at the Southeast corner
of the Southwest quarter (SW 1/4); thence North Ninety 1/2 rods; thence West
fifty six 1/2 rods (56 1/2); thence North Sixty nine 3/4 rods (69 3/4); thence West
fifty three 1/2 rods (53 1/2); thence South 87 rods; thence West 50 rods; thence
South 73 rods; thence East 160 rods to beginning in South West quarter
Sec. 2, Twp. 14, Range 20 containing 111 a. more or less, also the South
west 1/4 South-east Quarter of Sec. 2 Twp. 14 Range 20.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
Paul L. Holmes, Byron L. Holmes & Nellie 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 except a first mty.
\$2500.00 on Paul's Land & \$650 on Byron's Land

This Grant is intended as a Mortgage to secure the payment of the sum of
Five hundred fifty dollars
 according to the terms of one certain Note this day executed
 and delivered by the said Paul L. Holmes, Byron L. Holmes & Nellie Holmes to the said part y of the second part
due in eighteen months with 5% interest from date.

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 part y of the second part, its ~~successors~~ and assigns,
 to sell 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
Paul L. Holmes & Byron L. Holmes, their heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand s and seal s the day and
 year first above written.

Signed, Sealed and Delivered in presence of

Paul L. Holmes (SEAL)

Byron L. Holmes (SEAL)

Nellie M. Holmes (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 8th day of Oct. A. D. 1914, before me,

Ethel Huff a Notary Public in and for said County and State, came
Paul L. Holmes, Byron L. Holmes & Nellie M. Holmes

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 Ethel Huff Notary Public.

Filed for Record the 12th day of Nov. A. D. 1914, at 1:46 o'clock P. M.

Phyllis Lawrence Register of Deeds.

Geo. C. Wetzel Deputy.

For Certified Release See Book 57 Page 10