

Mortgage Record No. 52.

This Indenture, Made this 26th day of December in the year of our Lord United Hundred & fourteen, between Paul Holmes, an unmarried man of Douglas and State of Kansas, of the first part, and J. M. Hawley of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of One hundred eighty three & 50/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do 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 S. W. Quarter of S. E. Quarter of Section 21, Township 14, Range 20, also beginning at the S. E. corner of the S. W. quarter of said Section 21; thence North along the East line of said quarter Section, 98 1/2 rods; thence West 56 1/4 rods; thence S. 2 1/2 rods; thence West 26 rods; thence South 130 rods; thence 1/2 rod; thence South 10 rods; thence East 8 rods; thence South 2 rods; thence East 70 rods to the place of beginning, being 99 acres more or less,

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Paul Holmes

does 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 except one mortgage in sum of \$2500. to Hugh Blair, one of \$110 to R. B. Parker & one of \$500 to Baltimore State Bank

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred eighty three & 50/100 Dollars according to the terms of Two certain Notes this day executed and delivered by the said Paul Holmes to the said part y of the second part

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 first party his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Paul Holmes

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 27th day of Jan, A. D. 1905, before me,

L. B. Stewart

Jan

A Notary Public in and for said County and State, came

Paul Holmes, an unmarried man

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 July 5 1917 L. B. Stewart Notary Public.

Filed for Record the 4th day of Jan, A. D. 1905, at 10:05 o'clock A. M.

Roy L. Lawrence Register of Deeds.

Geo. E. Metzel Deputy.