

MORTGAGE RECORD NO. 58

This Indenture, Made this First day of September in the year of our Lord nineteen hundred and nineteen, between Minna E. Holliday and Frank M. Holliday (wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. A. Bowles of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Eight hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he se sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 South one half (1/2) of Block No. Forty Nine (49) West Lawrence Kansas, less a track in North East corner One Hundred forty Seven 147.5 and five tenths feet by One hundred forty seven 147.5 and five tenths feet.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Minna E. Holliday and Frank M. Holliday 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 Eight hundred Dollars according to the terms of one certain note and ten coupons this day executed and delivered by the said Minna E. Holliday and Frank M. Holliday to the said party of the second part his heirs or assigns.

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, 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 party making such sale, on demand, to said Minna E. Holliday heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part to se hereunto set hand hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of Minna E. Holliday (SEAL) Frank M. Holliday (SEAL)

STATE OF KANSAS, } ss. Douglas County

BE IT REMEMBERED, That on this 23 day of Sept A. D. 1919, before me, John M. Newlin a Notary Public in and for said County and State, came Minna E. Holliday and Frank M. Holliday to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

(P.S.) 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 March 20 1923 John M. Newlin Notary Public.

Filed for Record the 26 day of Sept A. D. 1919, at 4⁴⁵ o'clock P.M. Estelle Northrup Register of Deeds Ferne Flora Deputy.

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 3 day of June A. D. 1921,
H. A. Bowles,
Attorney

Recorded June 8 - 1921
Earl B. Armstrong
Register of Deeds