

## MORTGAGE RECORD—59.

This Indenture, Made this Ten day of November in the year of our Lord one thousand nine hundred Nineteen, between Byron I. Holmes and Nellie M. Holmes, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Thos. E. Holbe, Caldwell County, State of Missouri of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventeen Hundred 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 of the second part, 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 East Thirty Five acres of the west Fifty (50) acres of the North half of the South East quarter (SE<sup>1</sup>/<sub>4</sub>) of Section Twenty (20) Twp. Fourteen (14) Range Twenty (20) and the South West quarter NW<sup>1</sup>/<sub>4</sub> of the South East quarter SE<sup>1</sup>/<sub>4</sub> less (3) three acres to Matton Northwest three acres of South West Quarter SE<sup>1</sup>/<sub>4</sub> of South East Quarter (SE<sup>1</sup>/<sub>4</sub>) Section Twenty (20) Twp. Fourteen (14) Range Twenty (20) and a Roadway on North side of the North E. W. (10) acres of west Eighteen (18) acres of North half NW<sup>1</sup>/<sub>4</sub> of the South East Quarter SE<sup>1</sup>/<sub>4</sub> Section Twenty (20) Twp. Fourteen (14) Range Twenty (20)

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Byron I. Holmes and Nellie M. 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Seventeen Hundred DOLLARS, according to the terms of certain promissory note this day executed by said Byron I. Holmes and Nellie M. Holmes to the said part of the second part; said note being given for the sum of Seventeen Hundred (1700.00) DOLLARS,

dated November 1-1919, due and payable in 2 1/2 years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of \$51.00 Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgage, in the sum of Five Hundred DOLLARS, in some insurance company satisfactory to said mortgage, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the parties of the second part, executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the parties of the first part making such sale, on demand, to the said first parties, their heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hand and seal and sent the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 13th day of November A. D. 1919, before me, the undersigned, a Notary Public in and for said County and State, came Byron I. Holmes and Nellie M. Holmes, his wife,

to me personally known to be the same person, who executed the foregoing instrument of writing, 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 March 28 1921. J. B. Pace Notary Public.

This instrument was filed for record on the 17 day of November A. D. 1919, at 5<sup>00</sup> o'clock A.M.

Estelle Norchup Register of Deeds.  
By Ferne Flood Deputy.

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
As witness my hand this 13th day of January - A. D. 1921  
Thos. E. Holbe  
Attest:

Recorded Feb. 10 1921  
Est. E. Holbe  
Register of Deeds

The following is endorsed on the original instrument.  
Attest: Estelle Norchup Register of Deeds.  
By Ferne Flood Deputy.  
Recorded Sept. 10 1921