

MORTGAGE RECORD NO. 60

This Indenture, Made this 2nd day of September in the year of our Lord 1921 between J. R. Holmes and Lou J. Holmes, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. E. Barkdull, a widow, of Los Angeles, California of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Fifteen hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ss sold, and by these presents do ss grant, bargain, sell and mortgage to the said part ies of the second part their 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: All of Lot Number Five (5) in Block Number Twenty-one (21) Lincoln, in addition to the City of Lawrence, Douglas County, Kansas, with all of its improvements thereon as per recorded plat on file in recorder's office of said county and State.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said J. R. Holmes and Lou J. Holmes, his wife do hereby covenant and agree that at the delivery hereof they are 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 whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred + no/100 Dollars according to the terms of one certain note this day executed and delivered by the said J. R. Holmes and Lou J. Holmes, his wife on the said part ies of the second part payable one year after date with interest at the rate of 7% per annum from date, interest payable semi-annually and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 ies of the second part their 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 ies making such sale, on demand, to said J. R. Holmes and Lou J. Holmes his wife their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of J. R. Holmes (SEAL) Lou J. Holmes (SEAL)

STATE OF Kansas } ss. Douglas County } ss. BE IT REMEMBERED, That on this 2nd day of September A. D. 1921, before me, A. J. McClanahan a Notary Public in and for said County and State, came J. R. Holmes and Lou J. Holmes, his wife to me personally known to be the same person giving who executed the foregoing instrument, and duly acknowledged 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 April 30 1924 A. J. McClanahan Notary Public.

Filed for Record the 3 day of Sept A. D. 1921, at 10:25 o'clock A.M. Estlin Northrup Register of Deeds Samuel Brown Deputy.

Recorded May 16th 1922
Estate of Barkdull
- Register of Deeds

These facts described herein have been paid in full, this mortgage is hereby released and the same shall be deemed discharged. As witness my hand this 11th day of May 1922. A. D. 1922.