

## MORTGAGE RECORD NO. 60

This Indenture, Made this 12th day of August in the year of our Lord nineteen hundred twenty-two, between Salena R Holmes and Frank H Holmes, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank, Lawrence, Kansas of the second part: **WITNESSETH** That the said part ies of the first part, in consideration of the sum of Three hundred and no 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 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: Lot No Eighty Seven (87) on Arkansas Street in Block No Twenty Four (24) is that part of the City of Lawrence known as West Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Salena R Holmes and Frank H Holmes, her husband do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Three Hundred and no Dollars according to the terms of certain promissory notes this day executed and delivered by the said Salena R Holmes and Frank H Holmes, her husband of the second part for five years after date with interest at the rate of six percent (6%) 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 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 its successors 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said Salena R Holmes and Frank H Holmes, their husband, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Witness to make

A. F. McElanahan

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 14th day of August A. D. 1922, before me,

A. F. McElanahan a Notary Public in and for said County and State, came

Salena R Holmes and Frank H Holmes, her

husband, to me personally known to be

the same person, 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 20 1925 A. F. McElanahan

Notary Public.

Filed for Record the 1st day of Sept A. D. 1922 at 9:00 o'clock a M.

Edith Northrup Duffey Register of Deeds

Deputy.

The following is entered on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is hereby released.  
As witness my hand this 14th day of November A. D. 1922  
Salena R Holmes and Frank H Holmes  
her husband

Recorded Nov 7th 1922  
Edith Northrup Duffey  
Register of Deeds