

SAML. DODSWORTH STATIONERY CO. KANSAS CITY, MO. 64101

Reg. No. 1710  
Fee Paid 2.00

FROM

B.I. Holmes et al

TO

Farmers State Bank,

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of

May A. D. 1926 at 9:30 A. M.

Jas. C. Wellman  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 21st day of March, in the year of our Lord, one thousand nine hundred and twenty six between

B.I. Holmes and Nellie Holmes his wife

of Baldwin R.R.6 in the County of Douglas and State of Kansas  
part ies of the first part, and Farmers State Bank, Vinland Kansas part y of the second part.

WITNESSETH, that the said part ies of the first part, in consideration of the sum of Eight Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The north 15 acres of the southeast  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  of section 20 township 14, range 20; commencing at a point 80 rods south from the north west corner of the southeast  $\frac{1}{4}$  of section 20, township 14 south of range 20, east; thence running south 18 rods, thence west 30 rods to place of beginning, containing 3  $\frac{3}{8}$  acres more or less. Commencing at the north west corner of southeast  $\frac{1}{4}$  of section 20 township 14, range 20 east of sixth P.M. thence south 53  $\frac{1}{3}$  rods, thence east, 30 rods, thence north 53  $\frac{1}{3}$  rods, thence west 30 rods to place of beginning, containing 10 acres less the north 20 feet. The south  $\frac{1}{3}$  of the west 15 acres of the north  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  of section 20 township 14, range 20 all in Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said part ies of the first part 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.

and that they will warrant and defend the same against all parties making lawful claim thereto.  
It is agreed between the parties hereto that the part ies of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said part ies of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.  
THIS GRANT is intended as a mortgage to secure the payment of the sum of

Eight Hundred

DOLLARS,

according to the terms of the certain written obligation for the payment of said sum of money, executed on the 21 day of March 19 26 and by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part

of the first part shall fail to pay the same as provided in this indenture.  
And this conveyance shall be void if such payment is made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part y of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part ies.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part ies of the first part have hereunto set their hands and seals on the day and year last above written.

B.I. Holmes (SEAL)

Nellie M. Holmes (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 3 day of May A. D. 19 26, before me, a Notary Public in the aforesaid County and State, came

B.I. Holmes and Nellie M. Holmes his wife

IS to me personally known to be the same person s 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 on the 12 day of May 19 26 L.E. Hoover Notary Public.

## RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 5th day of March, 1926.

Jas. C. Wellman

Farmers State Bank, Vinland Mo.  
L.E. Hoover Cashier - Mortgage Owner.

This release was written on the original mortgage and filed in the office of the Register of Deeds on the 23 day of March, 1926.

E. E. Smiley  
Reg. of Deeds