

MORTGAGE RECORD 72

477

FROM

Nellie Yates Holmes, and husband
TO
Nellie Bean

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 28 day of
April A.D. 19 31. At 1:30 P. M.
John E. Cunningham
By Register of Deeds.
Deputy.

Doc. No. 1338
Fee Paid \$5.00

THIS INDENTURE, Made this 22nd day of January in the year of our Lord nineteen hundred and thirty-one between
Nellie Yates-Holmes, and James W. Holmes, her husband
of Lawrence in the County of Douglas and State of Kansas
of the first part, and
Nellie Bean
of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
Twenty-three Hundred and Thirty-three & 33/100 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 her 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:

An undivided one-third interest in Lots One (1) Two (2) Eleven (11) and Twelve (12) less the North Six (6) feet of Lots Twelve (12) and One (1) in Block Six (6) Babcocks Addition to the City of Lawrence, Douglas County, Kansas.
Also an undivided one-third interest in the East One-Half (E½) of the South East Quarter (SE¼) of Section Twenty-eight (28); The North One Half (N½) of the North West Quarter (NW¼) of Section Twenty-seven (27); The North One-Half of the South West Quarter of Section Twenty-two less railroad right of way, and, The South West Quarter (SW¼) of the North East Quarter (NE¼) of Section Twenty-two (22) less one acre for school, and one acre off the South side of the North West Quarter of the North East Quarter (NE¼) of Section Twenty Two (22) All in Township Fourteen (14) Range Twenty (20) Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
Nellie Yates Holmes
do es hereby covenant and agree that at the delivery hereof she is 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

This grant is intended as a mortgage to secure the payment of the sum of \$2333.33 Dollars, according to the terms of
one certain Note this day executed and delivered by the said
Nellie Yates-Holmes and James W. Holmes, her husband
to the said part y of the second part due five years from date hereof

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 y of the second part her 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
Nellie Yates-Holmes, her heirs and assigns

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered in presence of

Nellie Yates Holmes (SEAL)
James W. Holmes (SEAL)

STATE OF KANSAS, } ss.
COUNTY OF Douglas }
A. D. 19 31 before me C. E. Holmes a Notary Public in and for said County and State,
came Nellie Yates-Holmes and James W. Holmes, husband and wife
to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.
Legal Seal IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above
My Commission expires April 20 19 33 C. E. Holmes Notary Public.

RELEASE.

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 day of A. D. 19

ATTEST: