

Reg. No. 1862  
Fee Paid, \$ 3.75

## MORTGAGE RECORD-73

FROM

Ernest L. Holmes and wife

TO

Iilde Fuller Skofstad, Guardian

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 6 day of

June A. D. 19 32, at 4:50 o'clock P. M.

*Elie C. [Signature]*

Register of Deeds.

By \_\_\_\_\_, Deputy.

THIS INDENTURE, Made this 25th day of May, in the year of our Lord one thousand nine hundred Thirty Two, between Ernest L. Holmes and June C. Holmes, husband and wife

of Lawrence in the County of Douglas and state of Kansas, of the first part, and Iilde Fuller Skofstad, as guardian of the estate of Franklin Arthur Skofstad,

of the second part,

Fifteen Hundred (\$1500.00)

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:

Beginning One Hundred Fifty (150) feet South of the intersection of the South line of Winthrop Street (now Seventh Street) with the West line of Illinois Street in the City of Lawrence; thence West One Hundred Seventeen (117) feet; thence South Fifty (50) feet; thence East One Hundred Seventeen (117) feet; thence North Fifty (50) feet to the place of beginning.

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

Ernest L. Holmes and June C. Holmes

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, 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 Fifteen Hundred (\$1500.00) DOLLARS, according to the terms of one certain promissory note, this day executed by said Ernest L. Holmes and June C. Holmes

to the said part y of the second part, Fifteen Hundred (\$1500.00) DOLLARS,

Said note being given for the sum of Fifteen Hundred (\$1500.00) DOLLARS, dated May 25, 1932, due and payable in five (5) years, from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note, and coupons of 45.00 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 mortgagee in the sum of Three Thousand (\$3,000.00) DOLLARS,

in some insurance company satisfactory to said mortgagee, 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 part 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 part y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y of the second part, her 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 part y of the second part, her 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to the said parties of first part, heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and year last above written.

Signed, sealed and delivered in presence of

Ernest L. Holmes (SEAL)

June C. Holmes (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 28th day of May, A. D. 19 32, before me the undersigned a Notary Public in and for said County and State, came Ernest L. Holmes & June C. Holmes, his wife,

Legal Seal

(Seal.)

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.

Bernice E. Jones

Notary Public.

(My commission expires Dec. 29, 19 32.)

For Release see Book 94- Page 422