

31479 BOOK 90

MORTGAGE—Standard Form

(No. 22 A)

J. Bayless, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 26 day of February
in the year of our Lord nineteen hundred forty-seven
John A. Holmes and Elizabeth A. Holmes, his wife between

of Lawrence in the County of Douglas and State of Kansas
of the first part, and H. W. Stowits

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Eight thousand and no/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 party of the second part his 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 at a point 50 feet West of the Southwest corner of Lot Six (6),
Block Two (2) West Hills, on the West line of Emery Road; thence West
67.16 feet; thence North 136 feet; thence East 81.41 feet to the West
Line of said Emery Road; thence South along the West line of Emery Road
to point of beginning, being in the North Half (1/2) of the Southwest
Quarter (1/4) of Section thirty-six (36) Township Twelve (12) South of
Range Nineteen (19) East of the Sixth Principal Meridian.

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

This grant is intended as a mortgage to secure the payment of the sum of Eight thousand -----
Dollars, according to the terms of a certain note this day executed and delivered by the
said first parties to the
said part Y of the second part

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 his 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 costs 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 first parties
their heirs and assigns

In witness whereof, The said part ies of the first part ha ve hereunto set their
hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

John A. Holmes (SEAL)
Elizabeth A. Holmes (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 26 day of Feb A. D. 1947
before me, the undersigned, a Notary Public
in and for said County and State, came John A. Holmes and Elizabeth
A. Holmes, his wife

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.

My Commission Expires April 20 1949

[Signature]
Notary Public.



Recorded February 26, 1947 at 9:20 A.M.

Harold A. Beck

Register of Deeds of Douglas County

THIS INSTRUMENT
was written
in the County
of Douglas
State of Kansas
on this
26th day of
February, 1947