

The following is indorsed on the original instrument
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 25th day of Mar. A.D. 1895-
1900

Maggie wife of
J. K. Van Hoeben.

Recorded March 28th 1895-

James Brooke her Atty in fact

and mortgage to the said party 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: The South half of the North West quarter of Section Number Sixteen (16) in Township Number Fifteen (15) of Range number Eighteen (18) Eighty acres with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Abraham H. Martin & Mary A. Martin do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises 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 whosoever. This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred Dollars according to the terms of one certain promissory note this day executed by the said A. H. and Mary A. Martin to the said party of the second part. Said note being given for the sum of Eight hundred Dollars dated May 27, 1891 due and payable June 1, 1894, with interest thereon according to the terms of said note and as shown by coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons provided, and as is 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, in default whereof the said mortgagee may pay the taxes and accruing penalties interest and costs, at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, 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 are not paid, 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 party of the second part, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party 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, appraisement hereby waived or not at the option of the party 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 charge of making such sale, and the overplus if any there be, shall be paid by the party making such sale, on demand, to the said A. H. and Mary A. Martin heirs and assigns.