

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety one between Levi Martin and Catharine Martin his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs E. A. Bailey of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and twenty 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 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: Commencing at Southeast corner of Northeast quarter of Block Forty Seven (47) in West Lawrence in the City of Lawrence thence North on East line of said Block 47 fifty (50) feet thence at right angles run West One hundred and fifty (150) feet thence at right angles run South fifty (50) thence East One hundred and fifty (150) feet to beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree, at the delivery hereof that they are the lawful owners 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 One hundred and twenty five (25) Dollars according to the terms of One certain promissory note this day executed and delivered by the said Levi and Catharine Martin to the said party of the second part: payable One year from date at the Lawrence Nat. Bank of Lawrence Kansas with interest at the rate of Eight (8) per cent per ann

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 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 moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Levi Martin his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Catharine Martin (SEAL.)  
Levi Martin (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 28 day of January, A. D. 1891, before me Alfred Whitman, a Notary Public in and for said County and State, came Levi Martin and Catharine Martin his wife to me personally known to be the same person<sup>s</sup> who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan - 17 - 1895 Alfred Whitman Notary Public.  
Recorded Jan - 29 - A. D. 1891, at 4<sup>47</sup> o'clock P - M.

James Brooks Register of Deeds

(For Release see Book 47 Page 489)