

This Indenture, Made this Tenth day of March in the year of our Lord, One Thousand Eight Hundred and Ninety Three between Walter Scott Martin of Osage in the County of Douglas and State of Kansas of the first part, and Abraham H. Martin of the second part.

Witnesseth, That the said party of the first part; in consideration of the sum of Six Hundred Dollars to me duly paid, the receipt of which is here by acknowledged, has 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: Being the South half (1/2) of the North West Quarter (1/4) of Section sixteen (16) Township Fifteen (15) South of Base line of Range No Eighteen (18) East of the sixth principal Meridian with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Walter Scott Martin does hereby covenant and agree that at the delivery hereof he 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 encumbrances, except a first Mortgage given in favor Maggie Price dated June Twenty Seventh 1891 and to run three or five years, amount of Mortgage Eight Hundred Dollars.

This Grant is intended as a second Mortgage to secure the payment of the sum of Six Hundred Dollars, according to the terms of four certain notes this day executed by the said Walter Scott Martin to the said party of the second part due in one, two, three, and four years respectively, and this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; and it shall be lawful for the said party of the second part, executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, "appraisal waived," and out of all money arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus if any there be, shall be paid making such sale, on demand, to the said party of the first part his heirs and assigns.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year last above written.

Witness my hand and seal in the presence of
 Officer Melcher

Walter Scott Martin [seal]

Wm Featherston Jr.
 State of Kansas
 Douglas County

Be it Remembered, That on this 10th day of March A.D. 1893, before me.

The following is entered on original instrument
 in consideration of full pay-
 ment of the within mortgage
 I hereby release the same this
 5th day of March 1895

Recorded March 5, 1895 at 5:27 o'clock P.M. James Brooks Register of Deeds
 Off. (10) Caravan Deposit