

This Indenture, Made this 22nd day of March in the year of our Lord one thousand eight hundred and ninety three between J. H. Motter & Annie E. Motter his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Walter M. Clark guardian for Lodie Porter of the second part,

Witnesseth, That the said party W of the first part in consideration of the sum of One hundred forty three ³⁵/₁₀₀ 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: Commencing at a point 11 ³⁶/₁₀₀ chains East 14 ²⁴/₁₀₀ chains North of the S. N. Corner of Sec. 34, T. 14, R. 14, Range 20; Thence running North 12 ¹²/₁₀₀ chains; Thence East 1 ¹²/₁₀₀ chains; Thence South 12 ¹²/₁₀₀ chains; Thence West 1 ¹²/₁₀₀ chains to place of beginning otherwise described as Lots 5 & 6 Block 75 in the townsite of Calumet (now vacated)

with all the appurtenances, and all the estate, title and interest of the said party W of the first part therein. And the said J. H. Motter & Annie E. Motter his wife do hereby covenant and agree that at the delivery hereof 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 forty three ³⁵/₁₀₀ Dollars according to the terms of One certain promissory note this day executed and delivered by the said J. H. Motter & Annie E. Motter to the said party 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 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 W 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the 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 J. H. Motter & Annie E. Motter their heirs and assigns.

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

Signed and delivered in presence of

J. H. Motter (SEAL.)
Annie E. Motter (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 22 day of March, A. D. 1893, before me a Justice of the Peace, a Notary Public in and for said County and State, came J. H. Motter and Annie E. Motter to me personally known to be the same persons 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 189
Recorded March 23 A. D. 1893, at 11 o'clock AM

W. Bristow
Justice of the Peace
James Brook
Register of Deeds.

The following is indorsed on the original instrument
\$145.25 Baldwin, Mo. Sep. 12, 1893 Received of J. H. Motter the within named mortgage on the sum of
One hundred forty eight and ⁷⁵/₁₀₀ Dollars in full satisfaction of the within mortgage
Walter M. Clark
Guardian for Lodie Porter

Recorded September 15, 1893
W. Bristow
Register of Deeds