

This Indenture, Made this 11th day of January in the year of our Lord one thousand eight hundred and ninety five between Frederick Martin and Catherine Martin "wife" of Baldwin in the County of Douglas and State of Kansas of the first part, and Peter Martin of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Four hundred 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: Lots Eighty three, Eighty five, Eighty nine, Ninety one, Ninety three, Ninety five, Ninety seven, Ninety nine, One hundred One Elm Street One hundred twenty One hundred twenty two and One hundred thirty Eight Dearborn Street Baldwin City Douglas County, Kas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Frederick Martin and Catherine Martin 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 Four hundred Dollars according to the terms of One certain Real Estate Note this day executed and delivered by the said Frederick Martin and Catherine Martin to the said party of the second part:

Three years after date for value recd. Int 7% payable monthly, but four hundred dollars, payable at Pittsfield, Minn. Baldwin Kans Jan 10, 1895. 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 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Frederick Martin or Catherine Martin heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Frederick Martin (SEAL.)
Catherine Martin (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 11 day of Jan, A. D. 1895, before me, J. E. Nair, a Notary Public in and for said County and State, came Frederick Martin and Catherine Martin

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 Aug 3 1896 J. E. Nair Notary Public.
Recorded Jan 16 A. D. 1895 at 5 o'clock P. M.

James Brooke
Register of Deeds.

The following is enclosed on the original instrument
The note herein described having been paid in full
this mortgage is hereby released and the lien thereon
Created discharged. As witnesses my hand this 9th day of July, 1900.
Peter Martin

Attest H. W. Washburn
C. Kempf

Recorded June 10th 1904,
W. W. Christman
Register of Deeds.