

This Indenture, Made this 11<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety five between Nedrick Martin, Catherine Martin his wife of Baldwin in the County of Douglas and State of Nebraska of the first part, and Alvin Martin of the second part,

Witnesseth, That the said part 1/4 of the first part in consideration of the sum of Five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have been sold and by these presents do grant, bargain, sell and mortgage to the said part of the second party 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: Lot 5 "Grow Street" Baldwin City, Douglas County, Kan.

with all the appurtenances, and all the estate, title and interest of the said part 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 first Mort Note this day executed and delivered by the said Fredrick Martin & Catharine Martin to the said party of the second part.

For value received whereby promise to pay to the order of Peter Martin Interest 7% pay-  
able annually on the 1st of January but of Mts Four hundred dollars  
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 Pedrick Martin or Catherine Martin  
heirs and assigns.

*In Witness Whereof*, The said parties of the first part, ha<sup>ve</sup> thereunto set <sup>their</sup> hand and seal the day and year first above written.

*Signed and delivered in presence of*

Frederick Martin (SEAL)

Catherine Martin (SEAL)

FORM NO. 104 (REV. 1-65) (SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 11 day of Jan, A. D. 1895, before me,  
G. E. May, a Notary Public in and for said County and  
State, came Fredrick Martin and Cathrine Martin "wife"

known to be the same person 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. Hair  
Recorded 16 A. D. 1895, at 5 o'clock P. M. Notary Public

James Brooks  
Register of Deeds

The following is indexed on the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the lien hereby created discharged  
As witnesses my hand this 9<sup>th</sup> day of July A.D. 1900  
Wm. M. Wickham  
Esq. Clerk  
H. J. Norman Register of Deeds