

This Indenture, Made this 5th day of December in the year of our Lord one thousand eight hundred and ninety five between William E. Martin of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William E. Martin of the second part,

Witnesseth, That the said William E. Martin of the first part in consideration of the sum of three hundred and thirteen DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he sold and by these presents do he grant, bargain, sell and mortgage to the said part he of the second part 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 Number Ninety Six on Keweenaw Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part he of the first part therein. And the said William E. Martin do he 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 incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of three hundred and thirteen dollars according to the terms of a certain Note Given this day executed and delivered by the said William E. Martin to the said part he 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 part he of the second part executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the part of the second part 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 part he making such sale on demand to the said William E. Martin he heirs and assigns.

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

Signed and delivered in presence of

William E. Martin (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 5th day of December, A. D. 1895, before me, John M. Spencer, a Notary Public in and for said County and State, came William E. Martin

to me personally 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 September 15th 1896
Recorded Dec 6 A. D. 1895 at 6 o'clock P. M.

John M. Spencer Notary Public.
James Brooke Register of Deeds.

The following is endorsed on the original instrument
This note having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. Witness my hand this 5th day of March A.D. 1900.
William H. Martin.

Recorded Mar. 7-1900
By Allen B. Sarnow, Deputy.
Register of Deeds