

This Indenture, Made this Sixteenth day of December in the year of our Lord one thousand eight hundred and ninety six between Robert Martin and Mattie Martin (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Three 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 part 2d 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: Lot Sixty Three (63) Rhode Island Street Lawrence, Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Robert Martin and Mattie J. Martin do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Insured in favor of Mortgage in the sum of three hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars according to the terms of One certain Note and six Coupons this day executed and delivered by the said Robert Martin & Mattie J. Martin to the said part 2d of the second part: his heirs or assigns

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 2d 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 Robert 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

Robert Martin (SEAL.)

Mattie J. Martin (SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 16 day of December, A. D. 1896, before me, L. A. Steele, a Notary Public in and for said County and State, came Robert Martin & Mattie J. Martin, his wife to me personally known to be the same person s 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 June 13 1898 L. A. Steele Notary Public.
Recorded Dec 17 A. D. 1896, at 10⁵ o'clock A-M.

James Brooks Register of Deeds.

(Warrant See Book 89 Page 54)

(Assigned See Book 31 Page 436)

