

This Indenture, Made this 29 day of December in the year of our Lord one thousand eight hundred and ninety 1897 between Wilson Martin of Lawrence in the County of Douglas and State of Kansas of the first part, and Edward A. Jacobs of the second part.

**Witnesseth**, That the said party of the first part in consideration of the sum of Nine Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: The South 17 1/2 acres of the North West fractional Quarter Section No. 36 Township No. 13 Range No. 10 also begins at a stone 11 3/4 chains East of the N. W. corner of A. E. Quarter Section No. 36 Township No. 13 Range No. 10 thence South 10 3/4 chains thence South 66° East 1 3/4 chains to a stone thence South 38° East 1 1/4 chains to a stone thence South 87° East 1 3/4 chains to a stone thence North 19° East 1 3/4 chains to the Northern boundary of said Quarter Section thence West 1/4 chain to beginning of survey to corner more or less, first party to have the privilege of paying fifty dollars or any multiple thereof at any time or from time to time. with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Wilson Martin do 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 Nine Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Wilson Martin to the said party of the second part: payable five years after date interest six percent payable semi-annually being a part of purchase money of said land.

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 Wilson Martin heirs and assigns.

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

Signed and delivered in presence of

Wilson Martin (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered**, That on this 5 day of January, A. D. 1897, before me, L. S. Steele, a Notary Public in and for said County and State, came Wilson 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 June 18 1898 L. S. Steele Notary Public.  
Recorded Jan 5 A. D. 1897, at 3:10 o'clock P. M.

James Brooks  
Register of Deeds.

The following is endorsed on the original instrument  
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged  
At Witness my hand this 9th day of October A.D. 1897  
Edward A. Jacobs

L. S. Steele  
Register of Deeds

Recorded Dec 9th 1897