

This Indenture, Made this 29th day of December in the year of our Lord one thousand eight hundred and ninety 88 between Wilson Martin married of Lawrence in the County of Douglas and State of Kansas of the first part, and Edward H. Jacobs of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of 50 hundred and fifty 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 1/4 acre of the North West fractional Quarter Section the Seven (7) Township No. Thirteen (13) N. Range No. thirteen (13) E. begin at a stone 11 3/4 chains east of the corner of S. E. Quarter Section No. Twelve (12) Township No. Thirteen (13) N. Range No. Eighteen (18) E. Thence South 10 3/4 chains Thence South 66 1/2 chains to a stone Thence North 38 1/2 chains to a stone Thence North 14 1/2 chains to a stone Thence North 17 1/2 chains to a stone in the North West corner of said Quarter Section Thence West 1/2 chain to beginning hereunto a corner or stake that party to have the privilege of joining fifty Dollars or any multiple thereof at any interest for joining date 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 except a mortgage of \$400 to Edward H. Jacob

This grant is intended as a Mortgage to secure the payment of the sum of four hundred and fifty 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 in seven years from date hereof with interest at the rate of six per
cent 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 William 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 29 day of December, A. D. 1896, before me,
J. A. Steele, a Notary Public in and for said County and
State, came Wilson Martin unmarried,
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, 1895 L. A. Steele
Notary Public

Recorded Jan 5 A. D. 1897, at 3³⁰ o'clock P. M.

James Brooke
Register of Deeds

Recorded June 25th 1900. J. J. Gorman.
 As witnesses my hand this 16th day of November A.D. 1899
 O. J. Gorman.
 The following is indented on the original instrument
 The note herein described having been paid in full this mortgage
 is hereby released and the said debt hereby created discharged

7-00 : i.i. l. o. l. v. i. n. i. s. t. u. r. e. m. e. n. t.