

This Indenture, Made this 22 day of September in the year of our Lord one thousand eight hundred and ninety one between George W. Martin and Louise A. Martin (husband and wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and W. A. Quayle of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eight 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 party of the second part their 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: 50 1/2 No Seventy Seven (77) on Dearborne Street Baldwin City County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said George W. Martin and Louise A. 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 Eight Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said George W. Martin, Louise A. Martin to the said party of the second part: Said Note due one year after date and drawing 8% interest from date

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 their 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 their 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 George W. Martin and Louise A. Martin, their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Geo W. Martin (SEAL.)

Lou A. Martin (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 5th day of October, A. D. 1891, before me, Justice of the Peace, a Notary Public in and for said County and State, came Geo W. Martin and Louise A. Martin to me personally known to be the same persons 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 18 W. Bristow

Recorded January 23 A. D. 1897, at 30 o'clock A. M. Justice of the Peace

James Bristow
Register of Deeds.

(Released See Book 35 Page 572)