

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 12th day of March in the year of our Lord one thousand eight hundred and ninety seventy between A. M. Reser and Minnie M. Reser, w/f of Bond 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 parties 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 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: Beginning 120 Rods South of North East Corner of North West Quarter of Section No. Six (6) in Township No. Fourteen (14) South of Range No. Nineteen (19) East Thence North 37 Rods East 106 2/3 Rods Thence South 37 Rods to beginning containing 24 1/4 Acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said A. M. Reser and Minnie M. Reser do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> 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 Dollars according to the terms of One certain Note this day executed and delivered by the said A. M. Reser to the said party of the second part: Payable five years after date with interest at 8% per cent per annum payable semi-annually

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 A. M. Reser, his heirs and assigns.

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

Signed and delivered in presence of

A. M. Reser (SEAL.)Minnie M. Reser (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 12 day of March, A. D. 1897, before me, L. S. Steele, a Notary Public in and for said County and State, came A. M. Reser and Minnie M. Reser, his wife to me personally known to be the same person<sup>s</sup> 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, 1898L. S. Steele

Notary Public.

Recorded March 12 A. D. 1897, at 2 o'clock P. M.James Brooks

Register of Deeds.

In consideration of full payment of the within mortgage

I hereby release the same this

Day of October 1897

William E. Martin

Attest  
W. E. Martin  
Register of Deeds.

