

This Indenture, Made this 12 day of March in the year of our Lord one thousand eight hundred and ninety seven between A. M. Reser and Minnie M. Reser of Bowl in the County of Douglas and State of Kansas of the first part, and William C. Martin 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 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 One hundred and twenty (120) rods south of the North East Corner of North West quarter of Section No. Six (6) in Township No. Fourteen (14) South of Range No. Nineteen East, thence running West One hundred and six and two thirds (106 2/3) rods, Thence North thirty seven (37) rods, Thence East One hundred and six and two thirds (106 2/3) rods, South thirty seven (37) rods to beginning containing 2 1/4 Acres more or less. This is made to correct description in a mortgage of said date Recorded Book 34 on page 151 where the description was imperfect and this is intended and to take the place of said mortgage and secure the same with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 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 eight percent 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, appraisalment 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 parties of the first part, have hereunto set their hands 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 5 day of August, A. D. 1897, before me, S. J. 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 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 18, 1898 S. J. Steele Notary Public.

Recorded Aug 18 A. D. 1897, at 11 o'clock P. M.

James Brooks Register of Deeds.

*The following is indented on original instrument
The note heretofore described having been paid in full this mortgage
is hereby released and the land hereby created discharge
As witness my hand this 5th day of October A.D. 1900
attest: H. G. Palmer,
William C. Martin*

Recorded Oct 25 1900. H. G. Palmer, Register of Deeds.