

This Indenture, Made this 3rd day of Sep in the year of our Lord one thousand eight hundred and ninety Eight between Mary D. Johnson a widow of Baldwin in the County of Douglas and State of Kansas of the first part, and W. D. Martin of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred Eight DOLLARS, to her 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 Fifty acres of the West One half of the South East quarter, Sec. No. Thirty Four (34) Township Fourteen (14) Range No. Twenty (20) Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mary D. Johnson does hereby covenant and agree that at the delivery hereof she 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 Four Hundred Dollars dated June 27-98 to the Baldwin State Bank

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred and Eight Dollars according to the terms of two certain Notes this day executed and delivered by the said Mary D. Johnson to the said party of the second part: Dated Baldwin Kansas Sep 3rd 1898 Payable to the order of W. D. Martin Payable at the Baldwin State Bank Baldwin Kansas One Note for \$227 due in three years Sep 3-1901

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 Mary D. Johnson heirs and assigns.

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

Signed and delivered in presence of

Mary D. Johnson (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 3rd day of Sep, A. D. 1898, before me, J. E. Hair, a Notary Public in and for said County and State, came Mary D. Johnson, a Widow 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 Aug 3, 1900 J. E. Hair Notary Public.
Recorded September 13 A. D. 1898, at 11 o'clock a. M.

W. D. Martin
Register of Deeds.

The following is enclosed out the original instrument. The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. No value is attached, this 23rd day of April A. D. 1902.

J. E. Hair,
Administrator Estate
of W. D. Martin.

Wm. M. Clark,
Dessie Stewart

Recorded May-19-1902-
J. E. Hairman,
Register of Deeds,
By Wm. B. Johnson,
Deputy.



Rec. Stamp
100