

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 9th day of Nov in the year of our Lord one thousand eight hundred and ninety nine between James Harlan Martin and Coral Bell Martin, husband and wife of Nebraska in the County of Hayes and State of Nebr of the first part, and Arthur W. Webster of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Twenty five hundred (\$2500) 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 The north half (1/2) of the north east quarter of sec 10 Twp. 15 Range 20 containing eighty (80) acres more or less. This mortgage is to secure a part of the purchase money of said premises.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said James Harlan & Coral Bell Martin, husband & wife, 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 Twenty five hundred Dollars \$2500 according to the terms of Two certain promissory notes this day executed and delivered by the said James Harlan Martin and wife to the said party of the second part: Note No. 1 \$200 due 14 months from date of Nov. 9, 1899, without interest until day, note no. 2, \$200 due 5 yrs from date of Nov. 9, 1904, with interest at 7% per annum from date payable semi-annually, with privilege of paying in any multiple of \$10 at any time upon said principal 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 of the second part making such sale on demand to the said James H. Martin and wife heirs and assigns.

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

Signed and delivered in presence of

S. E. Kiddes
A. D. King, witness as to Coral Bell Martin
STATE OF KANSAS,
County of Douglas } SS.

James Harlan Martin (SEAL.)
Coral Bell Martin (SEAL.)
(SEAL.)
(SEAL.)

Be it Remembered, That on this 9 day of Nov, A. D. 1899, before me, S. E. Kiddes, a Notary Public in and for said county and State, came James Harlan Martin, a married man, 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 July 9, 1902, S. E. Kiddes Notary Public.

Recorded July 9, 1902, A. D. 18, at 10 o'clock A.M.



Rev. Stamp 1899

Register of Deeds.

The State of Nebraska }
Hitchcock County } SS.

Be it remembered, that on the 27th day of November 1899, before the undersigned A. D. King a Notary Public in and for said County, personally came Coral Bell Martin to me known to be the identical person described in and who executed the foregoing deed as grantor, and acknowledged said instrument to be her voluntary act and deed. Witness my hand and Notarial seal the day and year last above written.

A. D. King
Notary Public

My commission expires January 22, 1904.

Recorded December 12, A.D. 1899, at 10 o'clock, A.M.

W. D. Dorman
Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby Released, and the lien thereby created discharged.
As witness my hand this 30th day of Nov. A.D. 1904,
Arthur W. Webster

Recorded Dec. 3, 1904.
W. D. Dorman
Register of Deeds