

SEWALL & CO., LAWYERS, CHICAGO.

This Indenture, Made this Twelfth day of May in the year of our Lord one thousand eight hundred and ninety nine hundred between Andrew J. Martin and Lucy G. Martin his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. D. Hoyt of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred and fifty 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 lots numbered four 4 Five 5 Sixteen 16 Seventeen 17 Twenty five 25 Twenty six 26 Twenty seven 27 Thirty four 34 and the west half of lots numbered Three 3 and eighteen 18 and the east one fourth of lots numbered Twenty eight 28 and Thirty three 33 - Also all of lots numbered Twenty five 25 and Thirty six 36 all in Addition Nine 9 to that part of the City of Lawrence known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are 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.

This grant is intended as a Mortgage to secure the payment of the sum of five hundred and fifty dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said Andrew J. Martin and Lucy G. Martin to the said party of the second part: Due five years after date with interest thereon from date to maturity for default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten per cent until fully paid. 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 first part 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

STATE OF KANSAS,
County of Douglas } SS.



Be it Remembered, That on this 12th day of May, A. D. 1899, before me, L. H. Corey a Notary Public in and for said county and State, came Andrew J. Martin and Lucy G. Martin his wife 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 Jan. 16th 1901
Recorded May 14 A. D. 1899, at 2 o'clock P. M.

Notary Public.

L. H. Corey
Register of Deeds.