

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 sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale and the surplus if any thereof, shall be paid by the party making such sale, on demand, to the said parties of the first part their heirs and assigns. In testimony whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of
H. C. Kerr. William P. Martin (seal)
Laura J. Martin (seal)

State of Nebraska, Merrick County, S. D.:
Be it remembered that on this 8th day of November A. D. 1899, before me the undersigned, a Notary Public in and for the county and state aforesaid, came William P. Martin and Laura J. Martin to me personally known to be the same persons who executed the within instrument of writing, and such persons are duly acknowledged the execution of the same. In witness whereof I have hereunto set my hand and affixed my Notarial seal on the day and year last above written.



H. C. Kerr,
Notary Public.

My commission expires Jan. 17th 1902.
Recorded November 17th A. D. 1899, at 8³⁰ o'clock, A. M.

G. D. Dorman
Register of Deeds.

(Whereof second page)

This indenture made this first day of November A. D. 1899, by and between The Young Men's Christian Association a Corporation by Edward Baumgardner President and Norman G. Henningson Secretary and by George Bennet, H. L. Raymond and Hugh Blair Trustees therunto duly authorized of Lawrence County of Douglas, and State of Kansas, party of the first part, and The Atlas Building and Loan Association of Lawrence, Kansas, party of the second part. Witnesses, that the party of the first part, in consideration of the sum of One Thousand dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and convey unto the party of the second part, its successors and legal representatives, the following described real estate situated in the county of Douglas and State of Kansas, to wit: Lot number eighty one (81) New Hampshire street in the City of Lawrence, Kansas and to hold the same together with all and singular the tenements, hereditaments and appurtenances therunto belonging. The party of the first part covenants and agrees that at the delivery hereof it is the lawful owner of said premises and seized thereof and indefeasible estate of inheritance therein and clear of all incumbrances, and will warrant and defend the same in the quiet and peaceable possession of the party of the second part, its successors and legal representatives, forever. This grant is intended as a mortgage to secure the payment of One Thousand Dollars according to the terms of a certain promissory note for said sum, of even date herewith, executed and delivered by the party of the first part, and payable in gold coin, or its equivalent, to the party of the second part at