(Released See Book 39 Page 123)

522 Oct 6 72

This indenture made this first day of February A.D. 1900, between Abraham H. Martin and Mary A. Martin his wife of Douglass County, in the State of Kansas, of the first part, and The Mortgage Trust Company of Pennsylvania, Philadelphia County, in the State of Pennsylvania, of the second part. Witnesseth, that said parties of the first part, in consideration of the sum of Six hundred and no/100 Dollars, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said party of the second part, its successors and assigns, all the following described real estate, situated in the County of Douglas and State of Kansas, to wit: The northeast quarter (¼) of section seventeen (17) Township fifteen (15) Range eighteen (18) east of the 6th P. M. To have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever. Provided always, and this instrument is made executed and delivered upon the following conditions, to wit: Said parties of the first part are justly indebted unto the said party of the second part, in the principal sum of six hundred and no/100 Dollars, payable according to the tenor and effect of one certain first mortgage real estate note numbered 316, executed and delivered by the said parties of the first part, bearing date February 1st, 1900, and payable to the order of the said party of the second part, five years after date, of June 1st, 1900, with privilege to pay $100.00 of the principal or any multiple thereof at any interest payment after one year, by giving sixty days' notice in writing at its office in the City of Philadelphia, Pennsylvania, with interest thereon from February 1st, 1900, until maturity at the rate of six per cent per annum, payable annually, on the first days of June in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by five coupons attached to said principal note and of even date therewith, and payable in like manner. Said parties of the first part agree to insure said real property for the period of this loan for at least —— dollars for the benefit of the said mortgagee or its assigns, any loss under such insurance to be made payable to them according to their interest; and also agree to have any release of this mortgage made by said mortgagee or its assigns recorded at the expense of said parties of the first part. Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successor or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of said note and coupons, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if insurance as agreed is not procured and kept in force, the the whole of said sum and sums, and interest thereon, shall, without notice, and by these presents, become due and payable at the sole option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises. In witness whereof, the said parties of the first part hath hereunto set their hands the day and year first above written. there being affixed to said principal note 12 cents United States Internal revenue Stamps duly cancelled.

Abraham H. Martin
Mary A. Martin