174 MORTGAGE RECORD No. 38. MORTGAGE Standard Form, SANL DODSWORTH BOOK CO., LEAVENWORTH, KAN. This Indenture, Made this _____ day of __ November ____ in the year of our Lord, one thousand Neverteen hundred and Out_____, between Charles a. Martin and Emmo O. Martin, Douglas and State of Kansas, of the first part, and anna J. Shully______ in the County of his wife, Witnesseth, That the said part in of the first part, in consideration of the sum of Three sundred # 300_ to the said part of the second part ______heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and 30 State of Kansas, described as follows, to will Beginning at the north east corner of south west quarter of section No Eleven (1) Township No. Shirteen (13) South of Range No. Eighteen (18) East Theyce west 10, 17 Chains ; thence south to the center of Hakarusa Creek ; thence east-eily by the Channel of said creek to the east line of said quarter section ; Thence north to place of beginning. 22 acres mon or less State of Kansas, described as follows, to wit: diveliaily. with all the appurtenances, and all the estate, title and interest of the said part coof the first part therein. And the said_ Charles OV. Martin and Fanne Martin ____ 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 Three hundred dollars_ Tuccore according to the terms of ______ certain _____ Motas _____ this day executed _____ and delivered by the said _ Charles a. Martin and Famil Martin to the said part of the second part \$,50 in one year and \$ 150 in Two years interest at six per cent per annumand 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 part Wof the second part her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part My making such sale, on demand, to the said Charles a. Martin, his, heirs and assigns. IN WITNESS WHEREOF, The said particolof the first part hant hant hereinto set Muin hand and seal_the day and year first above written. Chast. a. Martin (SEAL) Signed, Sealed and Delivered in Presence of Emmal a. Martin ___(SEAL.) _(SEAL.) STATE OF KANSAS, County of Douglas ______ pt day of _____ A. D. 1901, before me BE IT REMEMBERED, That on this g. S. Steele a Notary Public in and for said County and State, came Chast. a. Martin', Ennal a. 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 herennto, set my hand and allixed my official seal on the day and year last above _1902 My Commission Expires June 20" g. S. Steele Notary Public Lawrence Kares as

Filed for Record the ______ day of _____ Not. ____ A. D. 1901, ay 11 ____ o'clock _____ M. ____ N.

Arcan Register of Deeds

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