

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co. Typists, Editors and Made Book Makers, Lawrence, Kan.

This Indenture, Made this 12th day of September in the year of our Lord Nineteen
hundred and Eleven, between Levi Martin and Catharine Martin
his wife of the Township of Wakarusa in the County of
Douglas and State of Kansas, of the first part, and
E. Hillmann of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of
Six hundred 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 West quarter (1/4) of the South west quarter (1/4) of the South East
Quarter (4) of Section Twenty-six (26) in Township Twelve (12) of Range
Twelve (12) in said County and State

with all the appurtenances, and all the estate, title and interest of the said part 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 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
Six hundred Dollars
 according to the terms of One certain Note this day executed

and delivered by the said Parties of the first part to the said party of the second part
Payable three years after date with interest thereon according
to the terms of said note and coupons thereto attached

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; 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 party making such sale, on demand, to said Parties of the first part their
 heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above
 written.

Signed, Sealed and Delivered in presence of

Hugh Blair

Levi Martin [SEAL]

Catharine Martin [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 13th day of Sept A. D. 1911, before me,

Hugh Blair

Levi Martin and Catharine 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires 28 Decr 1913

Hugh Blair Notary Public.

Filed for Record the 16 day of Sept A. D. 1911, at 2⁰⁵ o'clock P.M.

Flayd L Lawrence Register of Deeds.

Deputy.

This mortgage is subject to the provisions of the original instrument.

This mortgage is subject to the provisions of the original instrument.

Recorded Jan 23 1912

Catharine Martin
by C. W. McCrory, Clerk