

This Indenture, Made this fifteenth day of March in the year of our Lord one thousand eight hundred and eighty nine between George Jacob Behrle married of Marion in the County of Douglas and State of Kansas of the first part, and Christoph Mayer of the County of Stephenson and State of Illinois of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty four hundred (\$2,400) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 South East quarter of Section Number Thirty four (34) in Township Number 11 N of Range Eighteen (18) containing 160 Acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said George Jacob Behrle hereby covenant and agree that at the delivery hereof he is 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 Twenty four hundred Dollars (\$2,400)

according to the terms of five certain promissory notes this day executed and delivered by the said George Jacob Behrle to the said party of the second part: One Note for \$500 due in one year from date hereof and pays Notes for \$500 each due in two, three, four and five years from this date, all bearing six per cent interest payable annually

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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said George Jacob Behrle his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

James E. Emery

George Behrle

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 20th day of March, A. D. 1887, before me, T. H. Pierson, a Notary Public in and for said County and State, came George Jacob Behrle

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 Feb 29 1892.

T. H. Pierson

Notary Public.

Recorded March 20 A. D. 1887, at 3 o'clock P. M.

James Brooks

Register of Deeds.

The Notary herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. J. H. Pierson, Notary Public, Lawrence, Kansas, this 20th day of March 1887.

Recorded April 17, 1894 at 11 o'clock AM James Brooks, Register of Deeds, Lawrence, Kansas.

See accompanying Book 25 Page 113
See Release 25 Book 25 Page 119