

This Indenture, Made this 11th day of June in the year of our Lord one thousand eight hundred and ninety four between Louis Gable of Douglas in the County of Douglas and State of Kansas of the first part, and Frank R. Hall, Executor Estate of Julia B. Lockman Dec. of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred (\$400.00) 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 West half of the North West quarter of Section Twenty five (25) Township Fourteen (14) Range Eighteen (18) containing 80 acres more or less, also commence at South West corner of Section twenty four (24) Township Fourteen (14) Range Eighteen (18) thence North 1/4th chains to center of public road thence in an easterly direction and along the center of said public road to the East line of the West half of South West quarter of said Section Twenty four thence South to Section line thence West to place of beginning containing eleven + one fourth acres in all 9 1/4 acres. And the said party of the first part with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Louis Gable

do 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 Four Hundred Dollars, being a part of the purchase money of the above described land according to the terms of two certain notes this day executed and delivered by the said Louis Gable to the said party of the second part: \$700.00 due Dec 1 1895 and \$700.00 due Dec 1 1896 with interest at the rate of seven per cent per annum

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 heirs 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 part of the second part 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 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

Wm H. Clark

Louis Gable

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 11 day of June, A. D. 1894, before me J. R. Banks, a Notary Public in and for said County and State, came Louis Gable

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.

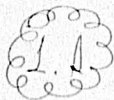
My commission expires Dec 1st 1896

Recorded June 11 A. D. 1894, at 3⁴⁰ o'clock P. M.

J. R. Banks

Notary Public.

James Brooks
Register of Deeds



For Release see Book 29 Page 579