

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 7th day of January in the year of our Lord one thousand eight hundred and ninety five between Mary Rable and Maria Rable his wife of Indiana in the County of Douglas and State of Kansas of the first part, and Charles Lotchholz of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eighteen Hundred and Eighty One 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 all 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 North West Quarter (1/4) of Section Eighteen (18) Township Thirteen (13) Range Twenty One (21) East of the Sixth Principal Meridian in Kansas Containing One Hundred and fifty (157) 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 Mary Rable and Maria Rable 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 except a certain Mortgage given to one Mary Coff for \$1500 dated Sept 1st 1888

This grant is intended as a Mortgage to secure the payment of the sum of Eighteen Hundred and Eighty One Dollars according to the terms of one certain promissory note this day executed and delivered by the said Mary Rable and Maria Rable to the said party of the second part: Interest eight per cent per annum from date 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 all 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 all 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Mary Rable and Maria Rable heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Mary Rable (SEAL)
Maria Rable (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF KANSAS, }
 County of Douglas } SS.

Be it Remembered, That on this 7th day of January, A. D. 1895, before me, O. G. Richards, a Notary Public in and for said County and State, came Mary Rable and Maria Rable 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Feb - 6 - 1897Recorded Jan 11 A. D. 1895 at 10 o'clock P. M.O. G. Richards

Notary Public

James Brooks

Register of Deeds

The following is endorsed on the original instrument
 The note heretofore described having been paid in full, this mortgage
 is hereby released, and the like thereby created discharged
 As witness my hand, this 2 day of September, A. D. 1897
Charles Lotchholz

Recorded September 2nd 1897
James Brooks

L. S.