

This Indenture, Made this second day of March in the year of our Lord one thousand eight hundred and ninety five between George J. Oehrle and Margurite Oehrle husband and wife of Marion Township in the County of Douglas and State of Kansas of the first part, and George E. Myers 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 South East quarter of Section Number Twenty three (23) in Town  
Ship Number Fourteen (14) of Range Number Eighteen (18) East of the 6th P.M. Kansas. This mortgage is  
given as part purchase price of the above described premises in connection with two other mortgages  
given by said first parties here, One to Horat. Myers for One thousand dollars and One to Geo  
Myers for Seven hundred dollars, and in case of foreclosure of either of said mortgages neither of the three  
shall be preferred but the money received on such foreclosure shall be divided equal between the three as  
their several interests may appear should said amount be less than the amount due  
with all the appurtenances, and all the estate, title and interest of the said parties 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 two certain promissory notes this day executed and delivered by the said Parties of the first part to the said party of the second part: of one date herewith, one for \$400.00 due in one year, and one for \$200.00 due in  
two years, both drawing 10% interest per annum 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 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 Parties of the first part 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

Geo. J. Oehrle (SEAL)  
Margurite Oehrle (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 9 day of March, A. D. 1895, before me, James Brooks, a Notary Public in and for said County and State, came Geo. J. Oehrle and wife Margurite Oehrle to me personally known to be the same persons 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 Nov - 4 - 1897  
Recorded March 6 A. D. 1895 at 12 o'clock P. M. James Brooks Notary Public.

James Brooks  
Register of Deeds.