

This Indenture, Made this the Eleventh day of October in the year of our Lord one thousand eight hundred and ninety five between U. G. Melch (a Single Man) of Douglas in the County of Douglas and State of Kansas of the first part, and Chas E. Engle of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he 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: a part of the South West quarter (1/4) of Section Eighteen (18) Township fourteen (14) Range twenty (20) Beginning at the North East Corner of the South West quarter (1/4) of said Section Eighteen (18) thence West twenty (20) rods thence South thirty two (32) rods thence East Eighty (80) rods thence South twenty (20) rods thence East forty five (45) rods thence North forty two (42) rods thence West ten (10) rods thence North sixteen (16) rods to place of beginning containing about thirty five (35) acres of land to be same 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 U. G. Melch do whereby 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 Two hundred Dollars according to the terms of One certain Note and six Coupons this day executed and delivered by the said U. G. Melch to the said party... of the second part: his heirs or assigns

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 U. G. Melch 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

John M. Newlin

U. G. Melch (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11th day of October, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came U. G. Melch

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 April 11 1899

Recorded Oct 17 A. D. 1895 at 3⁴⁰ o'clock P. M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

*The following was indorsed on the original indenture
The note herein described having been paid in full this mortgage
is hereby released, and the lien thereby created is discharged
as witness my hand, this 19th day of Oct. A.D. 1895*

*Recorded, October 14, 1895
W. H. Grayman*

*Register of Deeds
Rev. H. C. Fisher*