

This Indenture, Made this 18th day of November in the year of our Lord one thousand eight hundred and ninety five between Gabriel Marekle an unmarried man of the Co. of Clinton in the County of Douglas and State of Kansas of the first part, and Stella Boardman of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold and by these presents doth grant, bargain, sell and mortgage to the said party of the second part her 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 first half (1/2) of the South East quarter (1/4) of Section Eight (8) in Township Thirteen (13) of Range Nineteen (19) Douglas County Kansas, reserving thereout the Railroad right of way crossing said land, containing by measurement seventy eight (78) Acres.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Gabriel Marekle doth 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 Five Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Gabriel Marekle to the said party of the second part: Payable three years after date to order of party of second part with interest thereon according to the terms of said note and coupons thereto attached.

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 her 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 her 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 Party of the first part her heirs and assigns.

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

Signed and delivered in presence of Gabriel Marekle (SEAL.)
Jimmie Matt (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 18th day of November, A. D. 1895, before me, Hugh Blair, a Notary Public in and for said County and State, came Gabriel Marekle an unmarried man

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 28th Dec 1897
Recorded Nov 19 A. D. 1895 at 9³⁰ o'clock A. M.

Hugh Blair Notary Public.
James Brooks Register of Deeds.



The following was indorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
Attest Stella Boardman
My hand, this 16th day of February, A.D. 1899
[Notary Seal]

Recorded February 28th 1899
By E. J. Swanson Register of Deeds
by W. C. Fisher Deputy