

This Indenture, Made this 16<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety 47 between Youdon Eckman an unmarried man of the Township of Walcarusa in the County of Douglas and State of Kansas of the first part, and Samuel Marks of the second part,

**Witnesseth**, That the said part y of the first part in consideration of the sum of Eight Hundred + twenty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth grant, bargain, sell and mortgage to the said part y 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 (1/2) of the South East quarter (1/4) of Section Thirty four (34) in Township Thirteen (13) of Range Twenty (20), Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Youdon Eckman 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 Eight hundred + twenty Dollars

according to the terms of One certain Promissory Note this day executed and delivered by the said Youdon Eckman to the said part y of the second part:

Payable five years after date to order of Party of second part at the Merchants Natl Bank Lawrence, Kansas 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 part y 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 part y 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 part y making such sale on demand to the said Party of the first part his heirs and assigns Privilege reserved to make payments of do or any multiple thereof an account of Principal money at time interest is payable

In Witness Whereof, The said part y of the first part, hath hereunto set his hand and seal the day and year first last above written

signed and delivered in presence of

Hugh Blair

Youdon Eckman

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 16<sup>th</sup> day of April, A. D. 1897, before me, Hugh Blair, a Notary Public in and for said County and State, came Youdon Eckman 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 24<sup>th</sup> Decr 1897

Recorded April 16 A. D. 1897 at 45 o'clock P. M.

Hugh Blair

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument -  
This note was described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. Witness my hand, this 16<sup>th</sup> day of Nov. A.D. 1901 -

Samuel Marks  
By W. Marks Atty in fact.

Hugh Blair

Recorded Nov. 16<sup>th</sup> 1901,  
G. A. Sopman  
Register of Deeds  
By C. B. Sopman  
Deputy.