

This Indenture, Made this 13<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and ninety eight between John Jehle and Mary A. Jehle his wife of Millard Springs Sp. in the County of Douglas and State of Kansas of the first part, and John A. Macomb of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred Fifty 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 North half of the East half of the South East quarter of Section (19) Nineteen Sp. Fourteen (14) South of Range (19) Nineteen East of the 6<sup>th</sup> Principal Meridian, containing 40 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 John Jehle and wife Mary A. Jehle do hereby covenant and agree that at the delivery hereof they are 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 Fifty Dollars

according to the terms of One certain Note this day executed Oct. 1-1898 and delivered by the said John Jehle & wife to the said party of the second part: John A. Macomb

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, 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 John Jehle 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

Walter L. Howe

John Jehle (SEAL.)

Mary A. Jehle (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 13<sup>th</sup> day of Oct A. D. 1898, before me, Walter L. Howe a Notary Public in and for said county and State, came John Jehle and Mary A. Jehle 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 5 1899 Walter L. Howe Notary Public.

Recorded October 14<sup>th</sup> A. D. 1898, at 6<sup>02</sup> o'clock P.M.

G. D. Soxman  
Register of Deeds.

The following is endorsed on the original instrument -  
Received of John Jehle, the within named mortgagor, the sum of Two hundred fifty and 00/100 Dollars in full satisfaction of the within mortgage.  
Sept 27 - 1901  
G. D. Soxman  
Register of Deeds  
By Billie B. Soxman - Deputy -