CFR 1003

Mrs. Richard (Martha) Smutz

CFR1003

Union

APPLICATION FOR CENTURY FARM HONORS

Deadline for filing application - May 1, 1990

(please type or print) telephone: Redacted for Privacy

Your name (Mr., Mrs., Ms., Miss) Richard (Martha) Smutz

Your Address Redacted for Privacy
street, route or box city ZIP code

Location of farm Redacted for Privacy

To qualify as a Century Farm, a farm must have no fewer than 10 acres with a gross income from farm use of not less than $500 per year for three out of the five years immediately preceding application for Century Farm honors.
Does your farm meet this qualification? yes

Name of family member who was founder or original owner of farm: George O. Gekeler

Founder gained ownership of farm in (year) 1862
(ATTACH VERIFYING DOCUMENTATION, see rule 9).

Founder came to Oregon from Nebraska

Who farms the land today? Martha Smutz and Son Robert

Relationship to original owner Martha Smutz's husband Richard's mother was a daughter of George Gekeler
Are any of the original buildings still in use? yes
If yes, which ones? Original Log Cabin being rebuilt. Martha lives in house built in 1894
If you know crops or livestock raised on farm one hundred years ago, please list: Cattle, Chickens, Horses, Hay, Grain Hogs

What do you raise on the farm today? Cattle, Hay

How many generations live on the farm today? One

Please list names: Martha Smutz

Do you declare that the statements made above are accurate and correct to the best of your knowledge? yes

Martha Smutz
(signature of owner)

Please return forms to:

Century Farm Program
Oregon Historical Society
1230 S. W. Park Avenue
Portland, OR 97205

STATEMENT FORM

I, Martha Smutz, hereby affirm
(print name)

and declare that the farm which I own at Redacted for Privacy
(full address)

Redacted for Privacy, in Union County,

shall have been owned by my family as specified in Rule 2 of the RULES FOR 1990 CENTURY FARM PROGRAM for at least one hundred years by no later than December 31, 1990.

Martha Smutz
Signature

------ Acknowledgement (for use of Notary Public) ------

STATE OF OREGON

County of Union

BE IT REMEMBERED, That on this 30th day of April, 19 90, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Martha Smutz

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

R. NELLIE BOGUE, HIBBERT COUNTY CLERK
By R. Nellie Bogue Hibbert Deputy

Notary Public for Oregon

Commission Expires

A Bit of Family Background History

John Gekeler and his wife were born in Wurtemberg, Germany, and emigrated to Lancaster County, Pennsylvania. Later they moved to Lancaster New York. They were the parents of George Gekeler - born in Lancaster, New York in 1833. Other children of the family were John, Israel, David, Dorothy, Elizabeth, Fannie, Margaret and Kate -

In 1859 George married Catherine - daughter of Louis & Fanny King. She was one of several children in the family. Fanny Kings maiden name was Fanny Kintz.

George Gekeler
1833 - 1901

Catherine King Gekeler
1840 - 1926

Their ancestors first settled at Germantown near Philadelphia in the rich limestone land of what is now known as Lancaster County. Their parents, after the Revolution" emigrated to Erie County in Western New York, and there founded the town of Lancaster - named after their old home in Pennsylvania. Geo and Catherine were married about 1859 and a few months later emigrated to Nebraska near Fall City.

George Gekeler was, by trade, a

carpenter. They shipped their tools and household goods by boat down the Ohio River, but all was lost. Their lives while in Nebraska were full of hardships and privations. While here they lost their first child, a son, of several months of age named George.

In April 1862, with a second son, William, three months old, they joined the Yount Train which reached Oregon in Sept. Here they settled near a new settlement which became permanent and was later named La Grande.

George and Catherine spent all the remaining years of their lives here. George died Oct 25, 1901 and Catherine on July 10, 1926. He at the age of 68 and she at the age of 86. Both rest in the Masonic Cemetery near La Grande.

Both were members of the German Lutheran Church.

Homesteaded 1862 by George O. Gekeler

1901 George Gekeler passed away
and Son Charles Gekeler became owner

In 1966 Richard Smutz purchased farm
(Richards mother was Dora Gekeler Smutz -
a Sister of Charles Gekeler and daughter
of George O. Gekeler)

Grande, Ore

died an infant
Dec. 23, 19
June 16, 19
April 24, 19
June 13, 19
in infancy
Dec. 27, 19
May 2, 19
Oct. 1, 192
April 7, 194

Memorial Service

Dora Gekeler Smutz was born April 26, 1872 just east of La Grande on the old Gekeler home stead and at the time of her death was 63 years, 8 months and 1 day of age.

She was the daughter of one of the early pioneer families of Union County Mr and Mrs George Gekeler - who settled in Grande Ronde Valley near La Grande in 1862, having crossed the plains in a covered wagon in what was known as the Yount Train.

Mrs Smutz, in her youth joined the Baptist Church and remained a faithful worker and true Christian until her death.

Burial 2 o'clock Sunday afternoon
Dec. 29, 1935
Masonic Cemetery

Clergyman Paul De J. Mortimore

Songs Blessed Assurance
Sweet Bye and Bye
Does Jesus Care

Rendered by
Mrs Lloyd Purdy
Mrs Walter Price
Mr Walter Price
Howard Carpenter

to
George Gekeler

The United States of America —

To all to whom these presents shall come, Greeting:

Homestead Certificate No. 118
Application — — — — — — 9

Whereas there has been deposited in the General Land Office of the United States a Certificate of the Register of the land Office at La Grande Oregon whereby it appears, that pursuant to the Act of Congress approved 20th May 1862, "To secure Homesteads to actual settlers on the Public Domain, and the acts supplemental thereto the claim of George Gekeler has been established and duly consummated in conformity to law for the East half of the South West quarter of Section nine in Township three South of Range thirty-eight East in the District of lands subject to sale at La Grande Oregon containing eighty acres according to the official plat of the survey of the said land returned to the General Land Office by the Surveyor General:

Now Know Ye: That there is therefore granted by the United States unto the said George Gekeler the tract of land above described: To have and to hold the said tract of land, with the appurtenances thereof, unto the said George Gekeler and to his heirs and assigns forever: subject to any vested and accrued water rights for mining agricultural, manufacturing or other purposes, and rights to ditches and reservoirs, used in connection with such water rights as may be recognized and acknowledged by the local laws customs and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law.

In Testimony whereof I Ulysses S Grant President of the United States of America have caused these letters to be made patent and the seal of the General Land Office to be hereunto affixed

Seal General Land Office

Given under my hand at the City of Washington the thirteenth day of June in the year of our Lord one thousand eight hundred and seventy four and of the Independence of the United States the Ninety eighth

"Recorded Vol 2 Page 85"

By the President U. S. Grant
By S. A. Williamson
Secretary

L. K. Tippencott
Recorder of the General Land Office

Recorded January 18th 1881
Willis Skiff
Clerk

By E. A. E. Cates
Deputy

to George Geckler

State of Oregon In consideration of Two Hundred Dollars paid to the Board of Commissioners for the sale of School Lands the State of Oregon doth grant, bargain, sell and convey unto George Geckler his heirs and assigns the following described premises, to wit:
The East half of the South East quarter of Section twenty four and the South half of North East quarter Section twenty five. Township three South of Range thirty seven E situated in the County of Union State of Oregon and containing one hundred and sixty acres.— Subject to a mortgage dated Dec 21st 1870 for the sum of one Hundred and thirty three 60/100 dollars. To have and to hold the said premises with their appurtenances, unto the said George Geckler his heirs and assigns forever, and that the State will warrant and defend the same from all lawful claims whatsoever.

Witness the seal of the State affixed this 24th day of August 18

"Record of B P 191"

(seal)

L. F. Grover Governor
S. F. Chadwick Secretary
L. Fleischner Treasurer

Recorded Jan 18th 1881
Willis Sluff
By Ea E Cates Clerk
Deputy.

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to George Geckler

State of Oregon. In consideration of ($320.00) Three Hundred and twenty Dollars paid to the Board of Commissioners for the sale of School Lands the State of Oregon doth grant, bargain, sell and convey unto George Geckler his heirs and assigns the following described premises, to wit: (E½ of S.W¼. S.16. T.3. S.R. 38 E W.M. 80 acres) East half of the North west quarter of Section sixteen in Township three South of Range ~~thirty~~ eight east of the Willamette Meridian situate in Union County State of Oregon and containing eighty acres of School lands, To have and to hold the said premises with their appurtenances unto the said George Geckler his heirs and assigns forever; and that the State will warrant and defend the same from all lawful claims whatsoever.

Witness the seal of the State office this 11th day of April 1874.

"Record G P 13"

(SS)

L. F. Grover Governor
S. F. Chadwick Secretary
L. Fleischner Treasurer

Recorded Jan 18th 1881
Willis Sluff
Clerk
By Ea E Cates
Deputy.

nd Joseph
Margaret E
to
e Buckler

This Indenture made and entered into this day of March 1876 between Joseph Yount and Margaret E. Yount his wife party of the first part and George Bekeler party of the second part all of Union County Oregon, Witnesseth: That the said party of the first part for and in consideration of the sum of two thousand five hundred Dollars to them in hand paid by the said party of the second part the receipt of which is hereby acknowledged, have and by these presents do hereby grant, bargain sell and convey unto the said party of the second part and to his heirs and assigns forever, the following described real estate situated in Union Co Oregon, to wit: The West half of South East qr. of Section nine and the West half of the North East quarter of Section Sixteen in Township three South of Range thirty eight East, Together with all and singular the Tenements, hereditaments and appurtenances thereto belonging. To have and to hold the same unto the party of the second part and to his heirs and assigns forever, And the said party of the first part hereby covenant to warrant & defend said described premises, against the lawful claims of all persons whomsoever. In witness whereof the said party of the first part have hereunto set their hands and seals the day and year before written

In presence of
J.H. Misener
S Albersen

Joseph Yount (seal)
Margaret Yount (seal)

State of Oregon } ss Be it remembered that on this 14th
Union County } day of March 1876 personally appeared before the undersigned a justice of the Peace in and for said County & State the above named Joseph Yount and Margaret E Yount his wife personally known to me to be the individuals described in and who executed the foregoing conveyance and acknowledged to me that they had signed, sealed and delivered the same for the purposes therein stated, And the said Margaret E Yount on an examination by me made separate and apart and apart from her said husband acknowledged to me that she executed and delivered said conveyance freely and voluntarily and without fear or compulsion from

Given under my hand the day and year above written

S Albersen
Justice of the Peace

Recorded Jan 15th 1881
Willis Skiff
Clerk

By Ed E Cates
Deputy.

STATE OF OREGON }
County of Union } SS

R. Nellie Bogue Hibbert County Clerk and Ex-Officio Clerk Of the County Court of Union County, State of Oregon, do hereby certify that the foregoing copy of Homestead App & Deed

_____ has been compared by me with the original, and it is a correct transcript therefrom, and of the whole of such original App & Deed as the same appears of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 30th day of Apr A.D. 19 90.

R. Nellie Bogue Hibbert County Clerk

By Bonnie Bogue Deputy

C_O_N_T_R_A_C_T

THIS CONTRACT made and entered into on this 29th day of April, 1965, by and between, LINNEA C. GEKELER, a widow, hereinafter known and referred to as the Seller, and RICHARD SMUTZ and MARTHA SMUTZ, husband and wife, hereinafter known and referred to as the Purchaser,

W_I_T_N_E_S_S_E_T_H

THAT for and in consideration of the payments of money to be made as hereinafter set forth, the Seller contracts and agrees to sell to the Purchaser and the Purchaser agrees to purchase the following described real property situate in Union County, State of Oregon, to-wit:

Commencing at a point on the Section line 49 rods West of the Northeast corner of the Northeast quarter of Section 16, Township 3 South, Range 38, East of the Willamette Meridian, and running thence West on the section line 86½ rods; thence North on a line parallel with the East line of Section 9 in said Township and Range, 160 rods to the center line of said Section 9, thence East along the line through the center of said Section 9, a distance of 86½ rods; thence South 160 rods to the place of beginning; ALSO

Commencing at the Northeast corner of the Northwest quarter of Northeast quarter of Section 16, Township 3 South, Range 38, East of the Willamette Meridian, and running thence West on the section line of said Section 16 a distance of 66½ rods; thence South 160 rods to the center line of said Section 16; thence East along the center line of Section 16 to the Southeast corner of the West half of Northeast quarter of said Section 16; thence North to the place of beginning; ALSO

The East half of Northeast quarter of Section 30 EXCEPTING that portion of the Southeast quarter of Northeast quarter thereof lying South and West of the County road; the South half of Northwest quarter and the entire Southwest quarter of Section 29, and the Northeast quarter of Northwest quarter of Section 32, all in Township 3 South, Range 38, East of the Willamette Meridian; ALSO

All that portion of the Northeast quarter of Northwest quarter of Section 29, in Township 3 South, Range 38, East of the Willamette Meridian, lying Southwesterly of a rocky ridge, being the land in said subdivision on the slope southwesterly from said natural divide toward the old road commonly called "Glass Hill Road", containing about 16 acres; also described as:

Commencing at a point on the rocky ridge approximately 100 feet South of the Northwest corner of said Northeast quarter of Northwest quarter of Section 29; running thence South approximately 1220 feet to the Southwest corner of the NE¼NW¼ of said section; thence East on the South line of said subdivision 850 feet, more or less, to the rocky ridge; thence Northwesterly, following said rocky ridge, to the point of beginning.

ALSO, the Northwest quarter of Northwest quarter of Section 29, in Township 3 South, Range 38, East of the Willamette Meridian.

All subject to easements for roads and pipelines as same now exist or appear of record, and EXCEPTING the strip of land conveyed to Oregon-Washington Railroad and Navigation Company, and to State of Oregon, by and through its State Highway Commission.

various obligations hereof by the Purchasers.

DEFAULT: It is further provided, understood and agreed between the parties that time is the essence of this contract, and in case the Purchasers fail to make the payments above named, including taxes, and each and all of them punctually within thirty (30) days from the time limited therefor, or fails to keep any agreement therein, then this contract shall, at the option of the Seller become null and void, and all rights and interests created or then existing shall revert to and revest in the said Seller without any act of re-entry or any other act of said Seller to be performed, and without any right of the Purchasers of return, reclamation or compensation for moneys paid or received on account of the proposed purchase or sale of said property, as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default, all payments theretofore made on this contract are to be retained by and belong to the Sellers as the agreed, reasonable rental of said property up to the time of such default; and the Sellers shall, in case of such default, have the right, immediately and at any time thereafter and while such default continues, to enter upon the lands, together with all the improvements and appurtenances thereof or thereto belonging, and without being taken or deemed guilty of trespass on the premises, and take possession thereof, and to dispossess the Purchasers or those claiming under them, immediately and forthwith.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first before written.

Linnea C. Gekeler

Seller

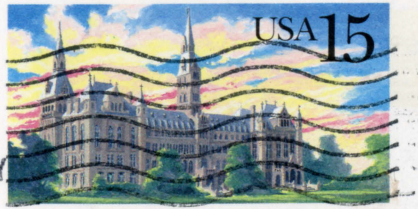
Richard Smith

Martha Smith

Purchaser

Redacted for Privacy

RECEIVED
MAY 29 1990
OREGON HISTORICAL SOCIETY



Mr. Ron Brentano
Oregon Historical Society
1230 S.W. Park Ave.
Portland OR 97205

Healy Hall
Georgetown
Washington, DC
HISTORIC PRESERVATION

Century Farm Program

25 May 1990

Dear Mr. Brentano,

Regarding the Century Farm application of Mrs. Martha Smutz 62761 Gekeler Ln. La Grande -- she has checked the family diaries as well as questioning relatives about the first name of their farm founder. All seem to agree that he was known as GEORGE GEKELER -- and didn't use a middle initial or name. Ann Deering