

This Indenture, Made this first day of March in the year of our Lord one thousand eight hundred and ninety seven between Alice B. Oatman and Arthur R. Oatman, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Holland Wheeler of Morrison Oklahoma Territory of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Seven hundred and 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 South East quarter of the South East quarter of the South West quarter of Section No Twenty three (23) in Township No (12) South of Range No Nineteen (19) East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Seven hundred and fifty Dollars, due before three years after date together with interest thereon all according to the terms of One certain Note and Coupons this day executed and delivered by the said parties of the first part to the said party of the second part: Insurance to the amount of Seven hundred and fifty dollars to be maintained for the benefit of said Mortgage for assigns so long as this mortgage shall be in force 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 parties of the first part, their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Alice B. Oatman (SEAL.)

Arthur R. Oatman (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 1st day of March, A. D. 1897, before me, S. A. Wight, a Notary Public in and for said County and State, came Alice B. Oatman and Arthur R. Oatman her husband to me personally known to be the same persons 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 Nov 20 1899 S. A. Wight Notary Public.
Recorded March 1 A. D. 1897, at 3 o'clock P.M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the firm thereby created discharged.

Holland Wheeler
Nov 1899

Attest
J. C. Fisher

Register of Deeds
J. C. Fisher

Recorded November 10 1899
J. C. Fisher