

This Indenture, Made this 1st day of March in the year of our Lord one thousand eight hundred and ninety seven between John Ott and Mary J. Ott his wife of Endora, Ia in the County of Douglas and State of Kansas of the first part, and George Hausman of the second part,

**Witnesseth,** That the said part 1st of the first part in consideration of the sum of Twenty Three Hundred 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 West quarter of the south east quarter of section One (1) Township Thirteen (13) Range Twenty (20) also the North half of the North East quarter of the North East quarter of section Twelve (12) Township Thirteen (13) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 Twenty Three Hundred Dollars according to the terms of a certain note this day executed and delivered by the said Parties of the first part to the said party of the second part:

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 or their heirs and assigns.

In Witness Whereof, The said party of the first part, have hereunto set their hands this 1st day of March, in the year of our Lord eighteen hundred and ninety seven

Signed and delivered in presence of

John Ott

(SEAL)

Mary J. Ott

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 24th day of May, A. D. 1897, before me, W. A. White Justice of the Peace, a Notary Public in and for said County and State, came John Ott and Mary J. Ott, his wife 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 1st W. A. White

Recorded July - 5 A. D. 1897, at 2 o'clock P. M. Justice of the Peace

James Brooks  
Register of Deeds.

The following is indorsed on the original instrument:  
The notes herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.  
As Witness my hand this 28th day of May A.D. 1900,  
George Hausman  
Recorded June 7th 1900  
George Hausman Register of Deeds.