

This Indenture, Made this 9th day of Nov. in the year of our Lord one thousand eight hundred and ninety Eight between Arch. L. Olemons and Mary A. Olemons husband & wife of media in the County of Douglas and State of Kansas of the first part, and Nelson Merchant of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred & Fifty \$350 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 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 Forty (40) acres off of the South side of the North East quarter (1/4) of Section (17) Twp. 15 Range 20

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Arch. L. Olemons & Mary A. Olemons husband & wife 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 Three Hundred and Fifty Dollars \$350 according to the terms of one certain promissory note this day executed and delivered by the said Arch. Olemons & wife to the said part y of the second part: Due & payable 5 years from date of Nov. 9th 1898, with interest thereon at 8% per Annum from date payable semi-annually

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 Arch. L. Olemons & wife 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

S. E. Kidder

Arch. L. Olemons (SEAL.)
Mary A. Olemons (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 9th day of Nov. A. D. 1898, before me, S. E. Kidder a Notary Public in and for said county and State, came Arch. L. Olemons and Mary A. Olemons husband & wife to me personally known to be the same person s 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 July 9th 1902 S. E. Kidder Notary Public.
Recorded November 14 A. D. 1898, at 8 o'clock A.M.

L. J. Bowman
Register of Deeds.

The following is endorsed on the original instrument -
Mortgage herein described having been paid in full,
this mortgage is hereby released, and the said parties
created & discharged as witnesses my hand, this 24
day of October A.D. 1900.
Nelson Merchant.

Recorded April 11th 1900.

By L. J. Bowman,
Register of Deeds,
Deputy.