

*(The following is endorsed on the original instrument)  
 The value received, hereby acknowledge full payment of  
 this within thirty days and hereby authorize the Register of Custer County  
 to cause this to be recorded in the public records of Custer County,  
 S.D. 1911  
 Witness my hand, this 22 day of January, A.D. 1911  
 Garrie O. Wasson*

Recorded Feb. 24 - 1911

Walter L. Lawrence

Register of Deeds

Geo. L. Wright

THIS INDENTURE, Made this 30<sup>th</sup> day of January in the year of our Lord One thousand Nine Hundred and eleven between Hubert Case and Alice M. Case, his wife, of Kingfisher in the County of \_\_\_ and State of Oklahoma of the first part, and James O. Wasson, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand (\$1000.00) 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: Beginning at a point on the north line and 90 feet east of the Northwest corner of lot 34 on Ninth street Baldwin Kan. thence south to south line of lot No. 35 being 50 feet, thence east to east line of lot No 35, thence North 50 feet to north line of lot No. 34 thence west to place of beginning, all on Ninth street Baldwin Kansas with the appurtenances and all the estate title and interest of the said part of the first part therein. And the said Hubert Case and Alice M. Case 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 One thousand Dollars (\$1000.00) according to the terms of one certain promissory note this day executed and delivered by the said Hubert Case and Alice M. Case, to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, Privilege is given to pay \$100 or any multiple thereof and any interest payment. then this conveyance shall become absolute, and the whole sum shall become due and payable, and it shall be lawful for said part 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 waived and out of all the moneys arising out of such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and reasonable attorney's fee for foreclosure of this mortgage, and the overplus if any there be, shall be paid by the party making such sale, on demand, to the said first party, their heirs or assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Hubert Case (SEAL)

Alice M. Case (SEAL)

State of Oklahoma, Custer County, SS. Be it remembered that on this 30 day of Jan A.D. 1911 before me a Notary Public in and for said County and State,