

MORTGAGE RECORD NO. 58

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This Indenture, Made this 20th day of May in the year of our Lord nineteen hundred twenty (1920) between Arthur Oatman and Mildred I. Oatman, his wife of Douglas and State of Kansas, of the first part, and Charles C. Shaler of the second part:

WITNESSETH That the said part us of the first part, in consideration of the sum of Nineteen Hundred and no/100 (\$1900.00) 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 part of 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 East half (1/2) of the South east quarter (1/4) of the Southwest quarter (1/4), Section Four (4), Township thirten (13), Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Arthur Oatman and Mildred I. Oatman, his 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 Nineteen hundred (\$1900.00) Dollars according to the terms of a certain note this day executed and delivered by the said Arthur Oatman and Mildred I. Oatman, his wife to the said part of of the second part Charles C. Shaler

and this conveyances 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 of 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; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said Arthur Oatman and Mildred I. Oatman, his wife, their heirs and assigns.

IN WITNESS WHEREOF, The said part us of the first part have hereunto set their hand and seal on the day and year first above written.

Signed, Sealed and Delivered in the presence of Arthur C. Oatman (SEAL.) Mildred I. Oatman (SEAL.)

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 20th day of May A. D. 19 20 before me, Frank E. Banks a Notary Public in and for said County and State, came Arthur Oatman and Mildred I. Oatman, his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written

My Commission Expires November 8, 1922 Frank E. Banks Notary Public.

Filed for Record the May 28th day of May A. D. 19 20 at 10:00 o'clock A.M. Estelle Withrup Register of Deeds Deputy.

For Release - See Book 67-485
Indorsement See Book 67 Page 485

PEOPLES STATE BANK