

payment of the sum of eight hundred Dollars according to the terms of a certain promissory note for \$800 due in two years from date payable to Washington King, or order and bearing ten per cent per year in interest and made by the said Fernandoa Hicks. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute and it shall be lawful for said party of the second part his executor, 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 sale to retain the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and ten per cent on the amount received by this mortgage as a reasonable attorneys fee for foreclosure hereof and the surplus if any there be shall be paid by the party making such sale to the said Fernandoa Hicks his heirs or assigns: and for the said consideration the said party of the first part hereby waives appraisement of said real estate.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year last above written.

Fernandoa L. Hicks

State of Kansas }
County of Douglas

Be it remembered that on this 20th day of December A.D. 1883, before me a Notary Public in and for said County and State came Fernandoa L. Hicks 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.

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A. Hadley

Notary Public.

Recorded January 3rd 1884 at 1st O'clock P.M.

A. J. Hornold
Register of Deeds.

The following assignment is acknowledged on the original instrument.
Lawrence H. Hanks Jan. 27, 1883.

For eight hundred Dollars (\$800) paid me by Helen S. Hicks I hereby assign to her the within mortgage, which I have assigned to her by deed, dated and acknowledged at St. Louis, Mo., this 27th day of January A.D. 1883.
A. Hadley, Notary Public.

Recorded Oct. 5th 1883 at 10th O'clock a.m.