

This Indenture made this 26th day of February A.D. 1881 between Fernando S. Hicks of Douglas County in the State of Kansas of the first part and Helen S. Hicks of Douglas County in the State of Kansas of the second part:

Witnesseth that said party of the first part in consideration of the sum of Eight hundred Dollars the receipt of which is hereby acknowledged by these presents grant bargain sell and convey unto said party of the second part his heirs and assigns all the following described real estate situated in the County of Douglas and State of Kansas to wit: The north half of the South east quarter of Section five (5) Town fourteen (14) Range twenty one (21). To have and to hold the same together with all and singular the tenements hereditaments and appurtenances therunto belonging or in any wise appertaining forever: Provided Always and these presents are upon this express condition that whereas said Fernando S. Hicks his this day executed and delivered a certain promissory note in writing to said party of the second part of which the following is a copy.

Enclosed Kansas February 26th 1881

On or before the 1st day of January 1882 after date for value received I promise to pay to the order of Helen S. Hicks Eight hundred Dollars with interest at ten per cent per annum after January 1st 1881 until paid.

Fernando S. Hicks

Now if said party of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns said sum of money in the above described note mentioned together with the interest thereon according to the terms and tenor of the same then these presents shall be wholly discharged and void and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof or any interest thereon is not paid when the same is due and if the taxes and assessments of any nature which are or may be assessed and levied against said premises for any part thereof are not paid when the same are by law made due and payable then the whole of said sum and sums and interest thereon shall and by these presents become due and payable and said party of the second part shall be entitled to the possession of said premises. In Witness Whereof the said party of the first part has hereunto set his hand the day and year first above written.

Fernando S. Hicks

State of Kansas, Douglas County, ss.

Be it remembered that on this 26th day of February A.D. 1881 before me the undersigned a Notary Public

The following is indented on original Indentment
 Received of Fernando S. Hicks the within
 \$800.00 Enclosed above 7th 1881 Received of said party of the first part
 sum of mortgage the sum of Eight hundred Dollars in full satisfaction
 of the within mortgage
 Received Nov 10 1881 at 11:20 am
 Notary Public