

The Southwest quarter of Section one (1) in Township Thirtieth (30) South of Range Seventeenth (17) East of Sixth P.M. containing one hundred and sixty acres more or less according to U.S. Government Survey, with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Richard A. Hicks does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein free and clear of all encumbrances.

This Trust is intended as a Mortgage to secure the payment of the sum of Twelve Hundred according to the terms of one certain promissory note this day executed and delivered by the said Richard A. Hicks and Mary C. Hicks his wife to the said party of the second part; five years from date at the office of J. Mowbray, Sen. Lawrence Kas. with interest at 8% per annum, 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 party 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, if necessary, and at the option of the party 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 cost and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Richard A. Hicks *(initials)*

Mary C. Hicks *(initials)*

State of Kansas)
County of Douglas) ss.

Be it remembered, That on this 11th day of September A.D. 1896 before me the undersigned a Notary Public in and for said County and State came Richard A. Hicks and Mary C. Hicks his wife to me personally known to be the same persons 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.

(initials)

Alfred Whitman
Notary Public