

grant, bargain, sell and Mortgage to the said party of the second part her 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 South-half (1/2) of the South-East Quarter (1/4) of Section number Five (5) in Township number Fourteen (14) of Range number Twenty-One (21) in aforesaid county and State, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances save and except a Mortgage of \$800⁰⁰ given by Charles Hicks (unmarried) to Galen S. Hicks, on December 12, 1883.

This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred and Twenty Dollars according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part 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, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said party of the second part her 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 hereby waived or not at the option of the party of the second part her 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 costs 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 parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands this 24th day of January in the year of our Lord eighteen hundred and eighty eight

The following is a copy of the original instrument -
the note secured by this mortgage having been paid and satisfied in full
whereby this mortgage is discharged this 18th October A.D. 1890
Hugh Blair, Attorney and agent for
collection for the mortgage W. R. Dethers of

Recorded at L-15th Nov 1890 at 12:50 PM
Jas. W. Booth