

This Indenture, Made this 11th day of December in the year of our Lord one thousand eight hundred and eighty nine between Carson Wicks and Sophronia M. Wicks, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Wm. C. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and twenty five 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 party 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: 96 acres in the N. W. 1/4 of Section 22, in Township No. 13 Range 18 described as, Commencing 10 Rods South of N. E. corner of said Section 22, thence West 160 Rods to West line said Section 22, thence South on West line 7 Rods to the S. E. Rods, thence E. 50 Rods to East line said Section 22, thence North on East line 7 Rods to begin, l. s. the W. 1/4 of N. W. 1/4 of Sec. 22, and South 1/4 acre of E. 1/2 of N. W. 1/4 of Sec. 22, all in Town 13 Range 18, also the E. 1/4 of Sec. 21, Town 13 Range 18, also part of N. E. 1/4 of Sec. 21, Town 13 Range 18, described as, Comm. at E. corner of S. 1/4 of Sec. 21, 77 Rods to the S. E. Rod, thence W. to the line of S. 1/4 of Sec. 21, thence N. to the beginning, 50 acres.

with all 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 a prior mortgage of Five Thousand Dollars to W. C. Beardsley and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended, as a Mortgage to secure the payment of the sum of One hundred and twenty five Dollars according to the terms of 10 certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: payable as follows: Twelve and fifty hundred dollars on the 11th day of June and December in each year until said sum of One hundred and twenty five Dollars is fully paid, with interest after maturity for default at the rate of ten percent 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, appraisement hereby waived or not 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 costs and charges of making such sales, and the overplus, 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 and seal the day and year first above written.

Signed and delivered in presence of

Carson Wicks (SEAL.)

Sophronia M. Wicks (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 12th day of December, A. D. 1889, before me, D. S. Hoodley, a Notary Public in and for said County and State, came Carson Wicks and Sophronia M. Wicks, 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.

My commission expires March 7 1892.

Recorded Dec 19 A. D. 1889, at 4²⁰ o'clock P.M.

Notary Public.

Register of Deeds.

The following is indorsed on the original instrument
The notes described being having been paid in full this mortgage is hereby released, and the lien thereon is hereby created discharged. As witness my hand this 6 day of September A. D. 1891
Wm. C. Sinclair
Registered March 25 1891
James Brooks

Recorded Dec 14 1891

The following is indorsed on the original instrument
The notes described being having been paid in full this mortgage is hereby released, and the lien thereon is hereby created discharged. As witness my hand this 6 day of September A. D. 1891
Wm. C. Sinclair
Registered March 25 1891
James Brooks