

This Indenture, Made this fourth day of April in the year of our Lord one thousand eight hundred and eighty ninety 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 Deborah A. Albin of same place of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eight hundred 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 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: Commencing at the North East corner of the North East quarter of Section No. twenty one (21), in Township No. Thirteen (13) North, of Range No. Eighteen (18) East of the 6th P. M., running thence West 160 rods thence South 77 rods thence East 80 rods thence South 6 rods thence East 80 rods thence North 83 rods to place of beginning, containing 80 acres

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said part 1st 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, and that they will warrant and defend the same in the quiet and peaceable possession of said second party, her 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 Eight hundred Dollars being part purchase money of above described premises according to the terms of one certain mortgage note this day executed and delivered by the said part 1st of the first part to the said party of the second part: due in three years from date, with interest from Apr. 25, 1890 until paid, at the rate of eight per cent per annum payable annually

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 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 sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said part 1st of the first part their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of  
J. W. Christian

Carson Wicks (SEAL.)  
Sophronia M. Wicks (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 28 day of April, A. D. 1890, before me, J. W. Christian 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 Dec-27-1891. J. W. Christian Notary Public  
Recorded April-28 A. D. 1890, at 2 o'clock P. M.

James Brooks Reg. later of Deeds.

*The following is indorsed on the original instrument:  
The note herein described having been paid in full, this Mortgage is hereby released and the lien thereby created is discharged as witnesses my hand this 25 day of March A. D. 1895  
Deborah A. Albin  
Deborah Albin*