

This Indenture, Made this tenth 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 William S. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said parties 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 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: Lot No One hundred and Eight (108) on West Hampshire Street in the City of Lawrence. Also the following, commencing at the North East corner of the North East quarter of Section No 21, in Township No 13, of Range No 18 running thence West 160 rods, thence South 77 rods, thence East 80 rods, thence South 6 rods, thence East 80 rods, thence North 8 rods, beginning, 50 acres; said land named for property being subject to a mortgage of \$500, in favor of Deborah A. Albin. First parties agree to maintain insurance on said premises to amount of \$500, during continuance of this loan for full life of mortgage or assign, 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 except as above noted, and that they will warrant and defend the same in the quiet and peaceable possession of 2d party, 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 Eight Hundred Dollars

according to the terms of one certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date, with interest after maturity, or default at the rate of ten percent per annum, the interest from date to maturity, or default being evidenced by coupons attached to said note

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, administrators, 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, has hereunto set their hand and seal the day and year first above written.

Signal and delivered in presence of
Carson Wicks (SEAL.)
Sophonra 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, _____ 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 6 1892. Joseph E. Riggs Notary Public.

Recorded April 28 A. D. 1890, at 3 o'clock M.
James Brooks Register of Deeds.