

clear of all encumbrances, 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 Five Thousand 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 per cent 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 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 cost and charges of making such sale, 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 seals the day and year first above written.

Signed & Delivered in Presence of

Carson Wicks (Seal)

Sophronia M. Wicks (Seal)

State of Kansas,
County of Douglas } ss.

Be it Remembered That on this 12th day of December A.D. 1889 before me, Wm. L. Lindlair 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.

Wm. L. Lindlair

Wm. L. Lindlair

Notary Public

Commission Expires Sept 13, 1892.

Recorded Dec. 19. 1889 at 4¹⁵ o'clock P.M.

James Brooks
Register of Deeds.