

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and Ninety-two between Samuel D. Wice and Laura S. Wice his wife of Big Springs in the County of Douglas and State of Kansas of the first part, and Charley Wice of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 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 East twenty (20) acres of the South half of the North West quarter of Section Thirteen (13) Township Twelve (12) Range Twenty-two (22)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Samuel D. Wice do hereby covenant and agree, at the delivery hereof to be the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of

Three Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Samuel D. Wice and Laura S. Wice to the said party of the second part: payable five years after date with interest at eight percent 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 heirs executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the party of the second part heirs executors, administrators or assigns; and out of all 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 Samuel D. Wice heirs and assigns.

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

Signed and delivered in presence of

Geo. A. Banks

Samuel D. Wice

(SEAL)

Laura S. Wice

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 25<sup>th</sup> day of March, A. D. 1892, before me Geo. A. Banks, a Notary Public in and for said County and State, came Samuel D. Wice and Laura S. Wice husband and 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 - 12 - 1892

Geo. A. Banks

Notary Public.

Recorded March - 28 - A. D. 1892, at 5 o'clock P M.

James Brooks

Register of Deeds

The following is sworn to on original instrument  
In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
25<sup>th</sup> day of June, 1895

Recorded June 25, 1895 at 10<sup>30</sup> o'clock AM. James Brooks Register of Deeds  
Charley Wice  
H. W. Carman Deputy

