

This Indenture, Made this 25 day of April in the year of our Lord one thousand eight hundred and Ninety Two between E. Edwin Wice and Sarah H. Wice his wife of Marion in the County of Douglas and State of Kansas of the first part, and George M. Hartmann of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven hundred and fifty 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: Full West half of the North East quarter 1/4 of Section 16 Town 10 North Range 18 East according to the U. S. Survey and contains Eighty acres more or less.

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 they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Seven hundred and fifty dollars according to the terms of One certain promissory note said E. Edwin and Sarah H. Wice to the said party of the second part: payable three years from date at 4% per annum with interest of Eight per cent 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 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 E. Edwin Wice heirs and assigns.

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

Signed and delivered in presence of
Wm. Meisenheimer E. Edwin Wice (SEAL.)
Sarah H. Wice (SEAL.)
(SEAL.) (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25 day of April, A. D. 1892, before me Notary Public Wm Meisenheimer, a Notary Public in and for said County and State, came E. Wice Sarah H. Wice his wife to me personally known to be the same person 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 July 27 1893 Wm Meisenheimer Notary Public.
Recorded May 10 A. D. 1892, at 2 o'clock P. M.

James Brooke Register of Deeds

The following is endorsed on the original instrument -
Recorded May 20-1911-
Lawrence, Mo. May 20-1911-
Received of E. Edwin Wice the within named mortgage the sum of Seven hundred fifty and 00/100 Dollars, in full settlement of the within mortgage.
George M. Hartmann
Register of Deeds
(Pleased See Book 37 Page 598)

