

**This Indenture**, Made this 16<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety two between Richard H. Hicks and Mary C. Hicks his wife of Marion in the County of Douglas and State of Kansas of the first part, and Granville Yeager of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Five hundred & 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: The west half of the Southwest quarter of Section One (1) Township Fifteen (15) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest, of the said parties of the first part therein. And the said Richard H. Hicks do hereby covenant and agree <sup>that</sup> at the delivery hereof he is the lawful owner 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 Five hundred & fifty dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said Richard H. Hicks and Mary C. Hicks to the said party of the second part:

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 Richard H. Hicks his 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 and delivered in presence of

Richard H. Hicks  
Mary C. Hicks

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
Douglas County } ss.

**Be it Remembered**, That on this 16 day of May, A. D. 1892, before me Alfred Whitman, a Notary Public in and for said County and State, came Richard H. Hicks and Mary C. Hicks 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 July 17 1895

Alfred Whitman

Notary Public.

Recorded June 2 A. D. 1892, at 11 o'clock 3d M.

James Brooks

Register of Deeds

May 21, 1895  
 Received of Richard H. Hicks the within named mortgage the sum of Five hundred & fifty Dollars in full satisfaction of the within mortgage.  
 Recorded May 21, 1895 at 7 o'clock PM. James Brooks Register of Deeds  
 Granville Yeager  
 H. W. Carman Deputy

