

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this Twentieth day of December in the year of our Lord one thousand eight hundred and ninety three between Thomas Ice and Eliza Ice Husband and Wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Hugh Morgan of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Five 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: The North West fractional quarter (N.W. 1/4) of Section number six (6) in Township Thirteen (13) South of Range Eighteen (18) East of the Sixth Principal Meridian (6th P.M.)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Thomas Ice and Eliza Ice husband and wife 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

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Thomas Ice and Eliza Ice to the said party of the second part: said note bearing even date herewith and payable in three years from the date hereof with interest at the rate of Eight per cent per annum payable annually on the twentieth day of December of each and every year 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 part of the second part 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 Thomas Ice & Eliza Ice their representatives, administrators or executors heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seals the day and year first above written.

signed and delivered in presence of

Thomas Ice (SEAL.)

Eliza Ice (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 20th day of December, A. D. 1893, before me N. E. Benson, a Notary Public in and for said County and State, came Thomas Ice and Eliza Ice, 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 Jan 1894 1895 N. E. Benson Notary Public.
Recorded Dec 20 A. D. 1893, at 7 o'clock P. M.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full this mortgage is hereby released, and the lien hereby created is discharged.
Attest: My witness my hand this 17th day of February A.D. 1897.
J. R. Mc Clary
Recorded February 18 1897
Deputy Register of Deeds