

JOURNAL OF LAWYERS, ETC.

This Indenture, Made this 5th day of June in the year of our Lord one thousand eight hundred and ninety four between R. A. Hicks and his wife Mary C. Hicks of Marion in the County of Douglas and State of Kansas of the first part, and Granville Yager of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 quarter of the South West quarter of Section Five (5) Township Fifteen (15) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said R. A. Hicks do hereby covenant and agree that at the delivery hereof he is 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 Four hundred dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said R. A. 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 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 R. A. Hicks 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

R. A. Hicks (SEAL.)Mary C. Hicks (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 5 day of June, A. D. 1894, before me E. J. Kilkey a Notary Public in and for said County and State, came R. A. Hicks and Mary C. Hicks

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 Dec - 5 - 1897 E. J. Kilkey Notary Public.

Recorded June - 8 - A. D. 1894, at 10⁵⁰ o'clock P M.

James Brooks
Register of Deeds.

The following is indorsed on the original instrument
January 12, 1897 - Received of R. A. Hicks the within named
mortgage of the sum of four hundred and no dollars in full
satisfaction of the within mortgage
Granville Yager

Recorded January 12, 1897
James Brooks
Register of Deeds

