

This Indenture, Made this 9th day of February in the year of our Lord one thousand eight hundred and ninety four between William T. Ice Jr. and his wife Bertha E. Ice of Douglas in the County of Douglas and State of Kansas of the first part, and Samuel Markes of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One Thousand 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 part 2nd 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 South East quarter of the North West quarter of Section Eight (8) also the North West quarter of the South East quarter of Section Eight (8) all in Township Thirteen (13) South of Range Eighteen (18) East of the 6th E.M. containing in the aggregate 80 acres of land more or less.

with all the appurtenances, and all the estate, title and interest, of the said part 1st of the first part therein. And the said William T. Ice Jr. and Bertha E. Ice 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 One Thousand Dollars five years after date with interest from date at the rate of eight per cent per annum payable semi annually according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part with their interest coupons attached to the said part 2nd of the second part: it being agreed that after 3 years, payments of \$100 or any multiple thereof may be made on the principal of said note on the maturity of any of said interest coupons 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 part 2nd of the second part the 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 the 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said William T. Ice Jr. his 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

Geo. A. Banker

William T. Ice Jr. (SEAL.)

Bertha E. Ice (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9th day of February, A. D. 1895, before me, Geo. A. Banker, a Notary Public in and for said County and State, came William T. Ice Jr. and his wife Bertha E. Ice 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 1st 1896

Recorded 116 75 A. D. 1895 at 7¹⁵ o'clock P. M.

Geo. A. Banker

Notary Public.

Janus Brooks
Register of Deeds.

The following is endorsed on original instrument
The note herein described, having been paid in full, this mortgage is hereby released and thereby voided, discharged.
At Witness my hand, this 20th day of February A.D. 1904
Samuel Markes

Recorded Feb. 20 A.D. 1904
At W. Amos, my
Register of Deeds
By J. C. Lawrence
Deputy