

This Indenture, Made this 9th day of March in the year of our Lord one thousand eight hundred and ninety 9th between Carson Nicky and Sophronia M. Nicky his wife of Clinton in the County of Douglas and State of Kansas of the first part, and D. Ann Allen of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eight 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 her 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 East half of North West Quarter of South East Quarter and the West half of North East Quarter of South East Quarter of Section No. Ten (10) Township No. Twenty-two (22) Range No. Eighteen (18) East of 6th P.M. (13) Acres Begin at South West Corner of North East Quarter of Section No. Twenty-two (22) Range No. Eighteen (18) East of 6th P.M. (13) Thence North 160 feet Thence East 99 feet Thence South 130 feet Thence East 302 feet Thence South to South line said Quarter Section Thence West to beginning All in Township No. Twenty-two (22) Range No. Eighteen (18) East of 6th P.M. (13) with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Carson Nicky + Sophronia M. Nicky 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 Eight Hundred Dollars according to the terms of Only certain Note this day executed and delivered by the said Carson Nicky + Sophronia M. Nicky to the said party of the second part: Payable in three years, interest at 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 her 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 her 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 Carson Nicky his heirs and assigns.

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

Signed and delivered in presence of

Carson Nicky (SEAL.)
Sophronia M. Nicky (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 9th day of March, A. D. 1895, before me, L. A. Steele, a Notary Public in and for said County and State, came Carson Nicky and Sophronia M. Nicky 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 June 18 1895
Recorded March 9th A. D. 1895 at 1st o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 9th day of September 1895
D. Ann Allen

Attest.
J. C. Fisher
County Clerk
By Dep. Register of Deeds