

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 21 day of March in the year of our Lord one thousand eight hundred and ninety Five between Carson Hicks and Sophronia M. Hicks his wife of Clinton in the County of Douglas and State of Kansas of the first part, and Daniel Duck of Richmond Kansas 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 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 half of the North East Quarter of Section No. Twenty one (21) Township No. Thirteen (13) South of Range No. Eighteen (18) East of the Sixth Principal Meridian containing 10 acres 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 Carson Hicks and Sophronia M. Hicks do hereby covenant and agree that at the delivery hereof they are 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 One Thousand Dollars according to the terms of One certain Note this day executed and delivered by the said Carson Hicks and Sophronia M. Hicks to the said part 2nd of the second part: payable in three years after date with interest at eight per cent per annum payable semi annually

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 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 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 Hicks 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 Hicks (SEAL.)  
Sophronia M. Hicks (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 21 day of March, A. D. 1895, before me, L. J. Hule, a Notary Public in and for said County and State, came Carson Hicks and Sophronia M. 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 June 14 1898 L. J. Hule Notary Public.  
 Recorded March 25 A. D. 1895 at 11 o'clock A M.

James Brooks Register of Deeds.

The following is indorsed on the original instrument  
 The note hereby described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
 Attest as witness my hand, this eighth day of December A.D. 1897  
Polina C. Duck Administrator  
 of the Estate of Daniel Duck Deceased  
C. H. Hule  
 Recorded January 24, 1898  
James Brooks  
 Register of Deeds