

This indenture, Made this twenty fifth day of July in the year of our Lord one thousand eight hundred and ninety six between R. A. Nicks and Mary @ Nicks his wife of Kansas in the County of Douglas and State of Kansas of the first part, and Mary M. Lewis of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Three 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 (1/4) of the South West quarter (1/4) of Section five (5) in Township fifteen (15) of Range eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said R. A. Nicks 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 Three hundred dollars according to the terms of a certain promissory note this day executed and delivered by the said R. A. Nicks to the said party of the second part: payable two years after date to the order of the party of the second part, with interest at 7% payable 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 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 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 party of the first part his heirs and assigns.

In Witness Whereof, The said party of the first part, ha— hereunto set hand and seal the day and year first above written.

Signed and delivered in presence of
W. E. Hazen R. A. Nicks (SEAL.)
Mary @ Nicks (SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 25 day of July, A. D. 1896, before me, W. E. Hazen, a Notary Public in and for said County and State, came R. A. Nicks and Mary @ Nicks his wife 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 October 5th 1898 W. E. Hazen Notary Public.
Recorded Aug 22 A. D. 1896, at 5⁵⁰ o'clock A. M.

James Brooks
Register of Deeds.

The following is indexed on the original instrument
The above herein described having been paid in full this mortgage
is hereby released and the line thereby created at discharged
As Witness My hand this 20th day of July A.D. 1898.
Mary M. Lewis

Recorded July 26th 1898.
W. E. Hazen Register of Deeds

