

This Indenture, Made this 19th day of February in the year of our Lord one thousand eight hundred and ninety seven between Thomas Ice and Eliza, his wife of Kanwaka in the County of Douglas and State of Kansas of the first part, and Samuel Marks of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Seven 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 Northwest fractional quarter of section Six (6) in Township Thirteen (13) Range Eighteen (18) Containing 135 1/2 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 Thomas Ice and Eliza Ice do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> 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 Seven hundred Dollars due two years after date with interest at Eight percent per annum payable semi-annually according to the terms of One certain promissory note and four coupons this day executed and delivered by the said Thomas Ice and Eliza Ice 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, appraisalment hereby waived or not at the option of the part of the second part 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 Thomas Ice and Eliza Ice, their 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

Geo. A. Banks

Thomas Ice (SEAL.)

Eliza Ice (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 25th day of February, A. D. 1897, before me, Geo. A. Banks, a Notary Public in and for said County and State, came Thomas Ice and Eliza Ice, husband and wife to me personally known to be the same person<sup>s</sup> 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 1900

Recorded Feb 25 A. D. 1897, at 2:30 o'clock P. M.

Geo. A. Banks Notary Public.

James Brooks Register of Deeds.

The following was endorsed on the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the lien thereby created discharged  
as Witness my hand this 6th day of September A.D. 1898  
Samuel Marks  
A Mark his agt

Recorded September 6 1898

G. F. Norman  
Register of Deeds

By H. C. Wheeler  
Clerk