

**This Indenture,** Made this Twenty Ninth day of November in the year of our Lord one thousand eight hundred and ninety six between Charles Hicks and Jessie Hicks, husband and wife of The City of Lawrence in the County of Douglas and State of Kansas of the first part, and Allen A. Hicks of the second part.

**Witnesseth,** That the said parties of the first part in consideration of the sum of Four hundred and twenty eight 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: Commencing twenty (20) rods East and thirty (30) rods south of the northwest corner of the south west quarter (40) of section twenty nine (29), Township Twelve (12) Range Twenty (20) then West six (6) rods; thence South ten (10) rods; thence East six (6) rods; thence North ten rods to place of beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles Hicks and Jessie Hicks 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 Four hundred and twenty eight Dollars according to the terms of One certain Promissory note in writing this day executed and delivered by the said Charles Hicks and Jessie Hicks 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, appraisement hereby waived or not at the option of the party 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 Charles Hicks and Jessie Hicks heirs and assigns.

**In Witness Whereof,** The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Charles Hicks (SEAL.)  
Jessie Hicks (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 29th day of November, A. D. 1897, before me, Corydon E. Sindley, a Notary Public in and for said County and State, came Charles Hicks and Jessie Hicks 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 December 17th 1900 Corydon E. Sindley Notary Public.  
Recorded Nov - 30 A. D. 1897, at 2:40 o'clock P. M.

James B. Bessie Register of Deeds.

*The following is enclosed in the original instrument.  
The Note herein described having been paid in full  
this Mortgage is hereby released and the lien hereby  
created is discharged. As Witness my hand this 17 day of  
April A.D. 1905.*

*Allen A. Hicks*

*Recorded April 17th 1905.  
J. W. Armstrong  
Register of Deeds.*