

This Indenture, Made this 25th day of December in the year of our Lord one thousand eight hundred and ninety seven between Clarence W. Wicks and Emma M. Wicks his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William J. Sinclair of Lawrence, Douglas County, Kansas of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Two 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 parties 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 South One hundred Fifty Six Acres of the North West quarter of Section No Twenty-two (22) in Township No Thirteen (13) South of Range No Eighteen (18) East of 6th M. being the homestead of said first parties, who hereby agree to maintain insurance to amount of \$750 upon the buildings now on or to be erected on said land during the continuance of this loan, payable, in case of loss, to said second part, his heirs or assigns

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 and that they will warrant and defend the same in the quiet and peaceable possession of said parties of the second part his heirs and assigns forever, against all persons lawfully claiming or to claim the same.

This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars according to the terms of one certain mortgage note parties of the first part this day executed and delivered by the said parties of the first part to the said parties of the second part: due in five years from date, with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity or default at the rate of ten percent per annum until fully paid in cash or by Sheriff's deed to said premises together with 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 parties 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 parties 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 parties of the first part, their 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

C. W. Wicks (SEAL.)  
Emma M. Wicks (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered,** That on this 28th day of January, A. D. 1897, before me, J. A. Wright, a Notary Public in and for said County and State, came Clarence W. Wicks and Emma M. Wicks 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 Nov 20, 1899 J. A. Wright Notary Public.  
Recorded Jan 8 A. D. 1897, at 10 o'clock P.M.

James C. Cook  
Register of Deeds.

The following is index of the original instrument  
 The State herein described having been paid in full this mortgage  
 is hereby released and the title hereby created is discharged  
 As witness my hand and this 8th day of December A.D. 1897  
 Attest: W. J. Sinclair  
Notary Public  
 Recorded Dec 11 1897.  
 Assigned See Book 33 Page 28