

This Indenture, Made this 28th 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 S. 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 Eight 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 Eighty five (85) Acres of the North East quarter of Section No. Twenty one (21) in Township No. Thirteen (13) South of Range No. Eighteen (18) East of 6th P.M.

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 second party 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 Eight hundred Dollars according to the terms of One certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date with interest from date to maturity as incurred by coupons attached to said note and interest after maturity or default at rate of ten percent per annum until fully paid in cash or by sheriff's sale to said property 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 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 parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

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

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 8th day of January, A. D. 1898, before me, L. 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 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 Nov 20, 1899 L. A. Wright Notary Public.
Recorded Jan - 8 A. D. 1898, at 10 o'clock P. M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument:
This instrument described by its contents and fully, this mortgage is hereby released, and the lien thereby created, discharged.
Attest: J. H. Sinclair.

State of New York

County of Douglas

Witnesseth that on this 8th day of December 1897, before me Frank H. Sinclair, Notary Public in and for said County and State, came to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

Attest: J. H. Sinclair.

Records Dec. 11, 1897