

This Indenture, Made this First day of October in the year of our Lord one thousand eight hundred and ninety Eight between George F. Bick and Anna M. Bick his wife of _____ in the County of Douglas and State of Kansas of the first part, and Edwin Zimmerman of the second part.

Witnesseth, That the said parties 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: All that part of the south west quarter of section Number 5 miles (12) north of Range Number 11 west of the 10th meridian, bounded and described as follows: Beginning at a point on the west line of said south west quarter eighteen and sixty eight one hundredths (18 68/100) rods south of the north west corner thereof, running south on said west line to the south west corner of said quarter section thence east eighty (80) rods thence north eighty (80) rods thence east eighty (80) rods to the east line of said quarter section thence north on said east line to a point eight and sixty eight one hundredths (8 68/100) rods south of the north east corner thereof, thence west to the place of beginning subject to a perpetual right of way over and across said lands upon a strip twenty (20) feet in width on the west side thereof, running from north to south as shown in the deed from Sylvester D. Zimmerman and wife and Edwin Zimmerman to Henry M. Simpson, dated January 4, 1898, recorded in Book 36 Douglas County records

with all the appurtenances, and all the estate, title and interest of the said part 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.

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars

according to the terms of one certain Mortgage Note this day executed and delivered by the said George F. Bick and Anna M. Bick to the said party of the second part: Due in Five years from date with interest at the rate of Seven percent from date until fully paid, interest payable annually. Grantors reserve the right to pay One Hundred Dollars or any multiple thereof at any interest payment 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 Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

L. H. Borse

George F. Bick (SEAL.)
Anna M. Bick (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 1st day of October, A. D. 1898, before me, L. H. Borse, a Notary Public in and for said County and State, came George F. Bick and Anna M. Bick 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 Jan 16th 1901 L. H. Borse Notary Public.

Recorded October 1st A. D. 1898 at 4:45 o'clock P.M.

W. H. Borman
Register of Deeds.

The following is indented on the original instrument
\$500. Mch 25 1901. Receiving of the G. F. Bick 1000 say the within named Mortgage
the sum of Five Hundred Dollars in full satisfaction of the within Mortgage
Edwin Zimmerman

Recorded April 9th 1901. L. H. Borse Register of Deeds.