

This Indenture, Made this 26<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and ninety eight, between Leonard Ice and Rosa  
Ice his wife of Kanwaka in the County of Douglas and State of Kansas  
of the first part, and J.P. Usher of the second part,

Witnesseth, That the said part ice of the first part in consideration of the sum of Thirty 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 part ice 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 West quarter (1/4) of Section Four (4) Township Thirteen (13) South Range Eighteen (8) East of 6<sup>th</sup> P.M. except a piece of land in Northwest corner deeded to Christian Wolf Kukke recorded in Book 49 of Deeds at Page 586 in Registry Office of Douglas County aforesaid, and which excepted parcel of land contains by admeasurement not more than Seven acres leaving the land hereby conveyed at 103 acres

with all the appurtenances, and all the estate, title and interest of the said part ice 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

Merry  
Rev. Stamp  
\$100

This grant is intended as a Mortgage to secure the payment of the sum of Thirty 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 part ice of the second part: Payable five years after date with interest thereon according to the terms of said note and coupons thereto attached

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 part ice 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 ice 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 part ice of the second part his making such sale on demand to the said Parties of the first part their heirs and assigns privilege reserved to pay \$100 or any multiple thereof on principal at time of interest payment

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

Signed  
Signed and delivered in presence of

Jennie Matt

Leonard Ice (SEAL.)  
Rosa Ice (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
County of Douglas County } SS.



Be it Remembered, That on this 26<sup>th</sup> day of November, A. D. 1898, before me,

Jennie Matt, a Notary Public in and for said county and State, came Leonard Ice and Rosa Ice and his wife

known to be the same person S 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 30 March 1900

Recorded Nov. 26<sup>th</sup> A. D. 1898, at 4 o'clock P. M.

Jennie Matt  
Notary Public

G. F. Alexander  
Register of Deeds

Recorded Sept. 6<sup>th</sup> 1921  
Estelle Dorrough  
Register of Deeds