

This Indenture, Made this Fifteenth day of November in the year of our Lord one thousand eight hundred and ninety nine between C. W. Hicks and Emma M. Hicks (wife) of Blanton in the County of Douglas and State of Kansas of the first part, and D. H. Henley of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Thirty seven 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 south one hundred and fifty (150) acres of the north west quarter (1/4) of section twenty-two (22) Township Thirteen (13) South of Range eighteen (18) East of the 6th P. M. also the north eighty five (85) acres of the north east quarter (1/4) of section Twenty-one (21) Township Thirteen (13) Range eighteen (18).

Rev. Stamp 9⁰⁰

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said C. W. Hicks and Emma M. Hicks 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.

This grant is intended as a Mortgage to secure the payment of the sum of Thirty seven hundred Dollars

according to the terms of One certain Note and Ten Coupons this day executed and delivered by the said C. W. Hicks and Emma M. Hicks to the said party of the second part: his heirs or assigns

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 C. W. Hicks heirs and assigns.

In Witness Whereof, The said part 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. Hicks

(SEAL.)

Emma M. Hicks

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 15th day of November, A. D. 1899, before me, John M. Newlin, a Notary Public in and for said county and State, came C. W. Hicks and Emma M. 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 April 13 1902

John M. Newlin

Notary Public.

Recorded November 25 A. D. 1899, at 3³⁰ o'clock P. M.

L. H. Soxman

Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full.
This mortgage is hereby released and the lien thereby created discharged. As witness my hand this 15th day of Nov. 25, 1900.

D. H. Henley,
By D. H. Henley atty in fact.

Recorded Feb 16th 1904
U. W. Winters
Register of Deeds

