

This Indenture, Made this Twenty fourth day of January in the year of our Lord one thousand eight hundred and ninety three hundred and one between Carson Hicks and Sophronia M. Hicks his wife of Clinton 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 parties of the first part in consideration of the sum of Six Thousand and Four hundred (\$6400.00) 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: Southeast quarter (1/4) section thirty five (35) Township Thirteen (13) Range seventeen (17), Northeast quarter (1/4) of section twenty five (25) Township Thirteen (13) Range seventeen (17), North west quarter (1/4) of section thirty three (33) Township Thirteen (13) Range eighteen (18), South west quarter (1/4) of section twenty (20) Township Thirteen (13) Range eighteen (18). Also commencing forty (40) rods east of north west corner of southeast quarter (1/4) section ten (10) Township Thirteen (13) Range eighteen (18) East side, (60 rods south eighty (80) rods west side) (60 rods north eighty (80) rods to the place of beginning, excepting a tract off of northeast corner above, about one (1) acre cut off by Com. Creek. with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Carson Hicks and Sophronia M. Hicks

do hereby covenant and agree that at the delivery hereof that 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 Six Thousand and four hundred (\$6400.00) Dollars according to the terms of Ten certain Compound notes this day executed and delivered by the said parties of the first part to the said party of the second part: his heirs and 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 party 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 cost 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 Carson Hicks and Sophronia M. Hicks 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

Rev. Vaughn

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 25 day of Jan, A. D. 1893, before me, John M. Newlin a Notary Public in and for said county and State, came Carson M. Hicks and Sophronia M. Hicks (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 April 13, 1912 John M. Newlin Notary Public.
Recorded February 10 A. D. 1893, at 2 o'clock P. M.

H. Doxman
Register of Deeds.

The foregoing is a copy of 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 23 day of Feb'y, A.D. 1904,

D. H. Henley

by A. Henley atty in fact

(Part Released - See Book 39 Page 81)

Recorded February 23rd A.D. 1904

W. W. Armstrong

Register of Deeds

By J. C. Bowman Deputy.