

This Indenture, Made this 12th day of December in the year of our Lord, one thousand eight hundred and eighty three between Charles Hicks of Eudora Kansas unmarried in the County of Douglas and State of Kansas of the first part and Galen S. Hicks of the second part:

Witnesseth, That the said party of the first part in consideration of the sum of Eight Hundred Dollars to him duly paid, the receipt of which is hereby acknowledged has sold and by these presents does 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 half of the South East quarter of Section No. five (5) in Township No. Fourteen (14) of Range No. Twenty one (21) containing Eighty (80) acres more or less with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Charles Hicks does hereby covenant and agree that at the delivery hereof he is 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 Eight Hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said Charles Hicks to the said party of the second part; for said \$800 to draw nine per cent interest from Dec. 20, 1883 payable four years from date said interest to be paid annually and this conveyance shall be void if such payment 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 shall become due and payable, and it shall be lawful for 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 sale, to retain the amount then

The following is endorsed on the original instrument
Received. Received Jan 19 1891 payment in full for the entire mortgage & hereby discharge the same
Galen S. Hicks

Recorded January 19 1891 at 11:22 clock A.M.
Galen S. Hicks