

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this twentieth day of April, in the year of our Lord, nineteen
hundred and five, between Allen A. Hicks and Ethel B.
Hicks, his wife, of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Washburn's Law & Savings Bank, of Lawrence, Kansas of the second part:
Witnesseth, That the said parties of the first part, in consideration of the sum of
Seventeen hundred and seventy five 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, the said parties 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 North East Quarter (N.E.) of the North East Quarter (N.E.) of Section
nineteen (19) and the South Twenty three (23) acres of the North West
Quarter (N.W.) of the North West quarter (N.W.) of Section number
forty (40) all in Township number twelve (12) South, of Range Number
Twenty (20) East of the Sixth Principal Meridian, containing sixty three
(63) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Allen A. Hicks,
and Ethel B. Hicks, his wife, 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

\$1775.

according to the terms of one certain note this day executed
and delivered by the said parties of the first part to the said party of the second part
payable five years after date, with interest ab initio after date.

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, the successors, administrators and assigns, at any
time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; 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 of making such sales, and the overplus, if
any there be, shall be paid by the party making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above
written.

Signed, Sealed and Delivered in Presence of

Jennie Wall

Allen A. Hicks

[SEAL.]

Ethel B. Hicks

[SEAL.]

[SEAL.]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 22 day of April, A. D. 1920, before me

Jennie Wall a Notary Public in and for said County and State, came
Allen A. Hicks and Ethel B. Hicks, his 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 subscribed my name and affixed my official seal on the day and
year last above written.

My Commission Expires

28 March 1928

Jennie Wall

Notary Public.

Filed for Record the 17 day of April, A. D. 1920, at 10 o'clock A. M.

C. W. Armstrong

Register of Deeds.

By Alie E. Armstrong Deputy

*The above document is enclosed in the original instrument and is being returned to the original owner.
 It contains no recordable information and is being returned to the original owner.
 To be recorded whenever the original instrument is recorded.*

Recorded July 20, 1920, in
 J. W. Armstrong,
 Register of Deeds.