

This Indenture made this Third day of February, in the year of our Lord one thousand eight hundred and eightyone between Henry H. Thomas and Francis Thomas his wife of Lawrence in the County of Douglas and State of Kansas of the first part and J. N. Roberts of the second part.

Witnesseth That the said parties of the first part in consideration of the sum of One Hundred and Fifty 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 Lot number One Hundred and five (105), New York Street in the City of Lawrence as per plat of said City with the appurtenances and all the estate title and interest of the said parties 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 owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein and will warrant and defend the same and that the same is free and clear of all incumbrances This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred and fifty Dollars with interest payable semi-annually at 12 per cent according to the terms of one certain promissory note this day executed and delivered by the said Henry H. Thomas and Francis Thomas to the said party of the second part 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 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 due for principal and interest together with the costs and charges of making such sale and the overplus if any there be shall be paid by the party making such sale or sales to the 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.

Witnessed and delivered in the presence of
John H. Hoyle

H. H. Thomas (Seal)
Francis Thomas (Seal)
made

Received payment in full of the debt hereby secured and acknowledged full satisfaction of this mortgage this 7th day of April 1883 J. N. Roberts
attest
J. N. Roberts
Register of Deeds