

This Indenture made this third day of January in the year of our Lord one thousand eight hundred and eighty two between Francis P. Thomas and his wife Sarah A. Thomas of the Township of Kanawha in the County of Douglas and State of Kansas of the first part and Albert Messenger of the second part

Witnesseth That the said party of the first part in consideration of the sum of Five 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 All of the East half of the North West Quarter (1/4) of Section number Thirty Six (36) in Township number Twelve (12) South of Range number Eighteen (18) East Except the North East quarter (1/4) of the North East quarter (1/4) of said East half of said Section Thirty Six (36) Township Twelve (12) and Range eighteen (18) and containing Seventy (70) acres with the appurtenances and all the estate title and interest of the said parties of the first part therein And the said Francis P. Thomas and Sarah A. Thomas do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of 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 Five Hundred Dollars in one year after date hereof according to the terms of their one certain promissory note this day executed and delivered by the said Francis P. Thomas and Sarah A. 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 are 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 money arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making

The following is entered on the original instrument
The debt secured within being paid in full, full and
complete satisfaction of this mortgage is hereby acknowledged
this 11th February 1883.

Albert Messenger Agent.
W. D. McCurdy

Recorded Feb. 11 1883 at 11:20 am
Office of the Recorder of Deeds