

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of February in the year of our Lord one thousand eight hundred and ninety three between John C. Thoburn, Single Man of Lawrence in the County of Douglas and State of Kansas of the first part, and Nate H. Culbertson of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of seventeen hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, <sup>an undivided one half of</sup> that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Commencing at a point on the east line of Lot No one (1) of the North East quarter of Section No thirty one, in Township No twelve (12) of Range No twenty (20), 1619 feet north of the Southeast corner of said Lot No one (1), 190 feet to the South line of Henry Street extended from the City of Lawrence, East thence West along said South line of Henry Street (extended) 416 feet, thence South 310 feet, thence east 364 feet, thence North 120 feet, thence east 512 feet to the place of beginning

with all the appurtenances, and all the estate, title, and interest of the said part of the first part therein. And the said John C. Thoburn party of the first part do 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 seventeen hundred and fifty dollars according to the terms of two certain promissory notes this day executed and delivered by the said John C. Thoburn to the said party of the second part: due \$75.00 on or before one year and \$75.00 on or before two years from date without interest, and payable in partial payments in sums of not less than \$100 at any time before maturity. Said notes being given for purchase money of said estate

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 his 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 costs 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 the said John C. Thoburn his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written. John C. Thoburn (SEAL.)  
Signed and delivered in presence of D. D. Rford (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 4<sup>th</sup> day of February, A. D. 1893, before me D. D. Rford, a Notary Public in and for said County and State, came John C. Thoburn an unmarried person 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 9 - 1893  
Recorded Feb 6 A. D. 1893, at 5<sup>10</sup> o'clock P.M.

D. D. Rford Notary Public.  
James Brooke Register of Deeds.

The following is endorsed on the original instrument -  
Said notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. At Lawrence my hand, this day of July 12 - A. D. 1911 -  
Nate H. Culbertson

Recorded July 17<sup>th</sup> 1911 -  
W. H. Thompson  
Registered of Deeds -  
By Allen B. Johnson  
Deputy