

This Indenture, Made this 22 day of October in the year of our Lord one thousand eight hundred and ninety seven between Joseph Thornton, a widower of Clinton in the County of Douglas and State of Kansas of the first part, and D. Ann Albin, and Susan J. Segar of the second part,

**Witnesseth,** That the said party of the first part in consideration of the sum of Two hundred and forty six and 9/100 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, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: All of that portion of the Southwest quarter of the South West quarter of Section Number Ten (10) in Township Number Thirteen (13) South of Range Number Eighteen (18) East of the 6th Principal Meridian Kansas lying South and East of the center of the channel of the Wakarusa River and containing five acres of land more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Joseph Thornton 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 Two hundred and forty six and 9/100 Dollars according to the terms of three certain Promissory Notes this day executed and delivered by the said Joseph Thornton to the said parties of the second part: Sagable follows One for \$75.00 due six months from date One for \$75.00 due one year One hundred dollars due eighteen months all to bear eight percent per annum from 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 therefor, 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 parties of the second part their 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 part of the second part 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Joseph Thornton, 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.

Signed and delivered in presence of

Fred Brooks  
C. E. Lindley  
STATE OF KANSAS,  
County of Douglas } SS.

Joseph Thornton (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

Be it Remembered, That on this 22 day of October, A. D. 1897, before me, James Brooks, a Notary Public in and for said County and State, came Joseph Thornton, a widower 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 November 14, 1897 James Brooks Notary Public.  
Recorded Oct 27 A. D. 1897, at 3:30 o'clock P. M.

James Brooks  
Register of Deeds.