

This Indenture, Made this Twenty Ninth day of August in the year of our Lord one thousand eight hundred and ninety Eight between Oroville E. Thurber and Alberta Thurber wife of Irwin Mound in the County of Douglas and State of Kansas of the first part, and Mary J. Bailey of the second part,

Witnesseth, That the said part ies of the first part in consideration of the sum of Seven 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 part y of the second part her 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 South West quarter (1/4) of the North East quarter (1/4) of Section Six (6) Township Fourteen (14) Range Eighteen (18) also the East Thirty Seven (37) acres of South half (1/2) of North East quarter (1/4) Section Six Township Fourteen (14) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Oroville E. Thurber and Alberta Thurber 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 Seven Hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said Oroville E. Thurber and Alberta Thurber to the said part y of the second part: her heirs or assigns

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 part y of the second part her 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 y 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 part y making such sale on demand to the said Oroville E. Thurber heirs and assigns.

In Witness Whereof, The said part ies of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Oroville E. Thurber (SEAL.)
Alberta Thurber (SEAL.)
____ (SEAL.)
____ (SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 29 day of August, A. D. 1898, before me, John M. Keulin, a Notary Public in and for said County and State, came Oroville E. Thurber and Alberta Thurber 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 29 1899
Recorded August 30 A. D. 1898, at 3:42 o'clock P.M. John M. Keulin Notary Public.

L. D. Norman
Register of Deeds.

The following is endorsed on the original instrument -
 July 19th 1901 -
 Received of Oroville E. Thurber, the within named mortgagee the sum of
 Seven hundred Dollars, in full satisfaction of the within mortgage of
 Mary J. Bailey
 \$100
 Recorded Nov. 2nd 1901 -
 L. D. Norman
 Register of Deeds -
 By Willie B. Norman - Deputy