

This Indenture, Made this Fifth day of November in the year of our Lord one thousand eight hundred and ninety Eight between Brant Thurber and Carrie A. Thurber his wife of Bond in the County of Douglas and State of Kansas of the first part, and Etinezer McLane of Washington Pa. of the second part,

Witnesseth, That the said parties 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 parties 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: The South East quarter of the North West quarter of Section 35 Township 13 of Range 18

with all 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 free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars, according to the terms of One certain promissory note this day executed and delivered by the said Parties of the first part to the said parties of the second part:

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 parties 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 parties 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 parties of the first part making such sale on demand to the said parties of the first part heirs and assigns. Appraisement waived

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

Signed, and delivered in presence of

Geo. A. Banks

Brant Thurber (SEAL.)
Carrie A. Thurber (SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 5th day of November, A. D. 1898, before me, Geo. A. Banks, a Notary Public in and for said county and State, came Brant Thurber and Carrie A. Thurber husband and wife to me personally known to be the same persons 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 Dec. 1-1900

Recorded November 10 A. D. 1898, at 2 o'clock P.M.

Geo. A. Banks
Notary Public.

G. H. Foxman
Register of Deeds.

Recorded Nov. 22-1898
 At Washington Pa. of Doug.
 By Etinezer McLane
 1898
 The following is entered in the original instrument.
 The note herein having been paid in full, this mortgage is hereby released and the
 lien thereby created is discharged. As Witness my hand, this 21st day of November A.D.
 1898
 Etinezer McLane