

Mortgage Record No. 52.

This Indenture, Made this 16<sup>th</sup> day of February in the year of our Lord 1915, between George Thurber and Carrie Thurber his wife of Douglas and State of Kansas, of the first part, and Bank of Richmond Private Bank, Albert Neese owner of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three hundred noooo 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:

The Northwest Quarter (1/4) of Section Six (6) Township Fourteen (14) Range Eighteen (18)  
Also all that part of the Southwest Quarter (1/4) of Section Thirty one (31) Township Fourteen (14) Range Eighteen (18) lying south of the Lawrence and Emporia major road being about 2 1/2 (2) acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George Thurber and Carrie Thurber his wife do hereby covenant and agree that at the delivery hereof they are 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 except a mortgage of \$950.00 to Mrs. M. Young

This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars according to the terms of one certain note this day executed and delivered by the said George Thurber and Carrie Thurber his wife to the said party 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 party of the second part, executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost 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 said heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of George Thurber (SEAL) Carrie Thurber (SEAL)

STATE OF KANSAS, Shawnee County ss.

BE IT REMEMBERED, That on this 16 day of Feb. A. D. 1915, before me, Wallace Dittbitts a Notary Public in and for said County and State, came George Thurber and Carrie Thurber his wife 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires Jan. 14 1917 Wallace Dittbitts Notary Public.

Filed for Record the 18<sup>th</sup> day of Febr. A. D. 1915, at 9<sup>10</sup> o'clock A.M. Floyd L. Lawrence Register of Deeds. Geo. L. Nitzel Deputy.

This mortgage is acknowledged as the act of the mortgagor and the mortgagee herein described having been paid in full, this mortgage is hereby released and the same is returned to the mortgagor. In witness whereof, I have hereunto set my hand and seal this 11 day of March, A. D. 1915.

Recorded March 12, 1915  
Estelle J. Pritchard Register of Deeds.