

# MORTGAGE RECORD-59.

This Indenture, Made this 23rd day of March A. D. 1928 between  
Leroy Thurber and Bandace Thurber, his wife  
of Douglas County, in the State of Kansas of the first part, and  
The Richland State Bank  
of Shawnee County, in the State of Kansas of the second part;

Witnesseth, That said parties of the first part, in consideration of the sum of  
Two Thousand No/100 and 00 DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, their  
heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas  
to wit:

Beginning at the south-east corner of the south-west  
Quarter (1/4) of Section Thirtty-one (31) Township Thirteen (13)  
Range Eighteen (18) Thence North Ninety hundred forty  
four and one half (1944 1/2) feet to a line of hedge fence  
running West, Thence West Seven hundred fifty five (755)  
feet to the center of the Lawrence and Emporia State Road,  
thence South-west along the center of said road to a point  
One thousand Twenty three and eight tenths (1023 8/10) feet  
to place of beginning containing Forty five (45) acres

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said Leroy Thurber and Bandace Thurber  
his wife  
have this day executed and delivered one certain promissory note in writing to said parties of the second part, of which the following is a

copy  
\$2000.00 Richland, Kansas, March 23, 1923  
On or before March 23rd, 1928, after date, I, we, or  
either of us, promise to pay The Richland State Bank,  
or order, or bank of Richland (Private Bank), Richland,  
Kansas, for value received, with interest at six per cent  
per annum from date until paid. Interest payable  
annually.

Leroy Thurber  
Bandace Thurber

Now, If said parties of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money  
in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged  
and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due,  
and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made  
due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said parties of the second part  
shall be entitled to the possession of said premises.

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

Executed in the presence of

Leroy Thurber  
Bandace Thurber

STATE OF KANSAS,

Shawnee County, ss.

Be it Remembered, That on this 23rd day of March A. D. 1928 before me

L.S. the undersigned, a Notary Public in and for said County and State, came  
Leroy Thurber and Bandace Thurber, his wife  
who are personally known to me to be the same persons who executed the within instrument of writing, and such persons are  
fully 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 May 24 1926 Albert Neese Notary Public.

Recorded March 26, 1923  
At 9:10 o'clock, A.M.

Geo E. Wellman  
Register of Deeds.

THE FOLLOWING IS INDEXED ON THE ORIGINAL INSTRUMENT

1932

Received of Leroy Thurber and Bandace Thurber, his wife, the sum of \$2000.00 Dollars in full satisfaction of the within Mortgage.

Notary Public for Kansas

Shawnee County, Kansas

March 23, 1928

Notary Seal