

MORTGAGE RECORD—59.

A. D. 1922 between
 and
 of the first part, and
 of the second part;
 DOLLARS,
 his
 Kansas.

is (2),
 P.M.,

is appertaining, forever:
 ant,

which the following is a

1922

promise
 at the
 5 per cent

non-payment
 note

signs, said sum of money

shall be wholly discharged

said when the same is due,

he same are by law made

of the second part

written.

A. D. 1922 before me

County and State, came

and Margaret

ing, and

above written.

Notary Public.

Reg. No. 238
 Fee Paid 22

Billings, Kansas May 6, 1932
 Received of Leroy Thurber and Candace Thurber his wife
 the sum of \$4320.00 in full satisfaction of a
 promissory note for \$4320.00 with interest at the rate of
 5% per annum payable annually.
 Myself, Notary Public for Kansas
 at Lawrence, Kansas
 J. H. Reynolds, Clerk

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 5% per annum payable annually.
 Myself, Notary Public for Kansas
 at Lawrence, Kansas
 J. H. Reynolds, Clerk

This release
 was written
 on the original
 mortgage
 entered
 this day
 of May
 1932
 at Lawrence, Kansas
 Notary Public
 J. H. Reynolds
 Clerk

This Indenture, Made this 11th day of May, A. D. 1932 between
 Leroy Thurber, and Candace Thurber his wife,

of Douglas County, in the State of Kansas of the first part, and
 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
 Forty three hundred and ten 70/100 and 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-east Quarter (4) of Section thirty one (31)
 Township thirty (30) Range Eighteen (18) Thence North Ninety two hundred forty
 four and one half (1944 1/2) feet to a line of hedge fence running west;
 Thence west eighty 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 and twenty three feet and eight tenths (1023 8/10)
 feet west of the east line of said Quarter (4) Section Thence South
 and parallel to the east line, to the south line of Quarter (4) Section,
 Thence East 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 Candace 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

\$4320.00 Richland, Kansas, May 11th-1932
 On or before May 11th 1932, after date, I, we, as either of us, promise
 to pay The Richland State Bank, by order, Forty three hundred and ten
 70/100 Dollars, at The Richland State Bank, Richland, Kansas, per
 value received, with interest at six per cent per annum from
 date until paid. Interest payable annually.

Postoffice copy Leroy Thurber
 70 Candace 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 hands, the day and year first above written.

Executed in the presence of
 Leroy Thurber
 Candace Thurber

STATE OF KANSAS,
 Shawnee County,

Be it Remembered, That on this 11th day of May, A. D. 1932 before me,
 the undersigned, a Notary Public in and for the County and State, came
 Leroy Thurber, and Candace Thurber his wife,
 who are personally known to me to be the same person, who executed the within instrument of writing, and such person have
 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.
 Term Expires Feb 23 1933 Roland M. Driscoll Notary Public.

Recorded May 13, A. D. 1932 at 2:00 P.M.

Elmer D. Cunningham
 Register of Deeds.