

This Indenture made this third day of February in the year of our Lord one thousand eight hundred and eighty one between Michael Skaggs and Susan Skaggs his wife of Willow Springs in the County of Douglas and State of Kansas of the first part and Hiram P Layton and Annie E Layton his wife of Willow Springs in the County of Douglas and State of Kansas of the second part.

Witnesseth, That the said parties of the first part for and in consideration of the sum of Ten hundred and Eighty 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 their heirs and assigns forever all that tract or parcel of land situate in the County of Douglas and State of Kansas described as follows to wit, The East Half of the South West Quarter $\frac{1}{4}$ of Section No. Thirty five (35), Town Fourteen (14), Range Nineteen (19), containing _____ acres with the appurtenances and all the estate title and interest of the said parties of the first part therein.

This Grant is intended as a mortgage to secure the payment of the sum of Ten hundred and eighty Dollars according to the terms of four promissory Notes given this 3rd day of February 1881. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute and it shall be lawful for said parties of the second part their 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 sale to retain the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and _____ per cent on the amount secured by this mortgage as a reasonable attorney fee for foreclosure hereof and the surplus if any there be shall be paid by the parties making such sale to the said Michael Skaggs and Susan Skaggs their heirs or assigns and for the said consideration the said parties of the first part hereby waive appraisal of said real estate.

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

Witness my hand and seal this _____ day of _____ 1881

Wm L Price

Michael Skaggs
Susan Skaggs

{ Seal }
{ Seal }

State of Kansas
County of Douglas } ss.

Be it Remembered that on this third day of February A.D. 1881 before me a Justice of the Peace in & for

The following is indexed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 10th day of March, 1898
David H. Hager

Recorded March 10th 1890
David H. Hager

(For Assignment See Book 22, Page 389)