

The following is endorsed on the original instrument
 and by acknowledgment the full satisfaction of the
 within mortgage
 Mar. 24, 1883
 Ellis B. Hayes

Recorded March 29th 1883 at 11:00 am
 A. S. Hornsby, Register of Deeds

This Indenture made this Tenth day of March in the year of our
 Lord one thousand eight hundred and eighty one between John W. Hayes
 and Betsey B. Hayes his wife of Wakarusa in the County of Douglas and
 State of Kansas of the first part and Ellis B. Hayes of the second part,
 Witnesseth that the said parties of the first part in consideration
 of the sum of Seven hundred and fifty 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 north Twenty six acres (more or less) of the west third of the north
 west quarter of Section Thirty six (36) Township Twelve (12) of Range
 nineteen (19) with 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 and with warrant and
 defend the same unto that the same is free and clear of all
 incumbrances. This grant is intended as a mortgage to secure the
 payment of the sum of Seven hundred and fifty dollars and interest at
 six per cent per annum payable annually according to the terms of
 one certain promissory note this day executed and delivered by the said
 John W. Hayes to the said party of the second part: and this conveyance
 shall be void if such payment be made as herein specified. But if
 default be made in such payment or any part thereof or interest thereon
 or the term of the insurance is not kept thereon then this conveyance
 shall become absolute and the whole shall become due and payable and
 it shall be lawful for said party 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 party of the
 second part his executors administrators or assigns, and out of all the
 moneys arising from such sale to retain the amount then due for
 principal and interest together with the costs and charges of making
 such sale and the surplus if any there be shall be paid by the party
 making such sale on demand to the said parties of the first part their
 heirs and assigns.

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

John W. Hayes *W*
 Betsey B. Hayes *W*

State of Kansas }
 County of Douglas } ss.

Be it remembered that on this 27th day of March