

The following is indorsed on the original instrument
for value received I hereby acknowledge full payment and satisfaction of the within mortgage
and order the same discharged of record

Elizabeth Dixon.

Lawrence's Aug 10. 1883. Recorded August 10 1883 at 2:50 O'clock P.M.

Register of Deeds.

This Indenture made this 31st day of August in the year of our Lord one thousand eight hundred and eighty one between J. R. Barton and Temperance Barton his wife of Marion Township in the County of Douglas and State of Kansas of the first part and Elizabeth Dixon of the second part.

Witnesseth that the said parties of the first part in consideration of the sum of Three hundred Dollars to them duly paid the receipts 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 her heirs and assigns forever all that tract or parcels of land situated in the County of Douglas and State of Kansas described as follows to wit: The south half of the south east quarter of Section Three (3) Township T. 12 S. Range (18) with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said J. R. Barton does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seised of a good and indefeasible estate of inheritance therein and will warrant and defend the same and 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 Three hundred Dollars with interest thereon at eight per cent per annum payable annually according to the terms of one certain promissory note this day executed and delivered by the said J. R. Barton 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 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 her executor 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 her executor administrators or assigns and out of all the money 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 or demand to the said J. R. Barton his 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,

J. R. Barton 
Temperance Barton 

State of Kansas, Douglas County, ss.

Be it remembered that on this thirty first day of August A.D. 1881 before me a Notary Public in and for said County and State came J. R. Barton and Temperance Barton husband and wife to me personally known to be the same person