

This Indenture made this 22nd day of October in the year of our Lord one thousand eight hundred and eighty and between David L. Burton and Sarah Ann Burton his wife of Douglas County and State of Kansas of the first part and Ohio Sumnerfield of the same place of the second part.

Witnesseth that the said parties of the first part in consideration of the sum of Seventy five 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 South East quarter of the South West quarter of Section Seven (7) in Township Fourteen (14) of Range Twentieth (20) with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said David L. Burton do hereby covenant and agree that the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances. The Grant is intended as a Mortgage to secure the payment of the sum of Seventy five dollars according to the terms of one certain promissory note this day executed and delivered by the said David L. Burton & payable in one year with 5% to the said party of the second part and this promissory 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 taxes or if the insurance is not kept up thereon then this mortgage 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 hereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law of appraisement hereby assigned 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 David L. Burton heirs or assigns.

And it is the intent of the said parties of the first part hereunto set their hands and seals the day and year first above written.

D. L. Burton 1880

S. A. Burton 1880