

State of Kansas }
County of Douglas } ss.

Be it Remembered That on this 17th. day of January A. D. 1882 before me a Notary Public in and for said County and State came John E. Burton and Eliza A. Burton husband and wife to me personally known to be the same persons who executed the foregoing instrument and 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.

H. S.

W. J. Patterson
Notary Public

My Commission expires July 20th. 1884
Recorded January 17th. 1882 at 11:20 o'clock A. M.

A. J. Arnold
Register of Deeds

This Indenture Made this 16th. day of January in the year of our Lord one thousand eight hundred and eighty two between H. C. Smith and S. E. Smith, his wife of Lawrence in the County of Douglas and State of Kansas of the first part and John E. Wilfong of Lawrence 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 Three 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 situate in the County of Douglas and State of Kansas described as follows to wit:

The South West quarter of the South West quarter of Section 14 (14) Range twenty (20) Township twelve (12) containing forty (40) acres more or less 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 Three Hundred and Fifty (\$500) Dollars according to the terms of a certain promissory note of even date herewith for said sum of \$550 payable six months after date for value received drawing ten per cent interest from date to said John E. Wilfong and signed by said H. C. Smith and S. E. Smith his wife.

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

Assignment on original instrument.

Lawrence, Kansas Sept. 23. 1882.

For Value Received I hereby sell transfer and convey all my right title and interest and all my right of action to the within mortgage to

Harris E. Smith

J. E. Wilfong

Recorded January 17th. 1882 at 9:50 o'clock A. M.