

inheritance therein free and clear of all encumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of \$1500⁰⁰ according to the terms of one certain note this day executed and delivered by the said John Eaton to the said party of the second part; Loyal O. Hays and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof or interest hereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the 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 laws appraisement hereby waived or not at the option of the party of the second part, her executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said John Eaton heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and Delivered in Presence of
W. E. Ralston

John Eaton (Seal)

State of Kansas,
County of Douglas, ss.

Be it Remembered, That on this 31st day of August A.D. 1886 before me, W. E. Ralston a Notary Public in and for said County and State came John Eaton (Widower) 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 set my

The following is endorsed on the original instrument:
The note herein described having been paid in full this Mortgage is hereby released and the lien hereby created is discharged.
One witness seen and the date of payment is August 31, 1891