

This Indenture, Made this 11th day of June in the year of our Lord one thousand eight hundred and eighty Eight between Daniel W. Heaton and Susan Heaton his wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and Her husband J. J. Douglas County of State of Kansas of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Three hundred 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 part 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 West half of the North East quarter (1/4) of Section Twenty three (23) in Township fourteen (14) of Range Nineteen (19) containing Eighty (80) Acres more or less

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Daniel W. Heaton and Susan Heaton 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 free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of

Three hundred Dollars

according to the terms of one certain note this day executed and delivered by the said Daniel W. Heaton and Susan Heaton his wife to the said part of the second part:

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 thereon, 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 part of the second part the 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 part of the second part the 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 costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part of the second part making such sale on demand to the said Daniel W. Heaton and Susan Heaton heirs and assigns.

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

Signed and delivered in presence of

W. M. Price

D. W. Heaton (SEAL.)

Susan Heaton (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas, ss.

Be it Remembered, That on this 11th day of June, A. D. 1888, before me, Justice of the Peace, a Notary Public in and for said County and State, came Daniel W. Heaton and Susan Heaton his wife

known to me to be the same person & who executed the foregoing instrument, and daily acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires 18 W. C. Price 7.5

Recorded Nov 27 A. D. 1888, at 2 o'clock P. M.

James Brooks
Register of Deeds.

The following is enclosed in the original instrument
Served in Kansas, May 2nd 1891. Received of Daniel W. Heaton the within
married mortgage for the sum of Three hundred and 00/100 dollars on full satisfaction
of the within mortgage.
American Day

Recorded May 14, 1891. E. D. Johnson
Register of Deeds.

The following is enclosed in the original instrument
The party herein described having been paid in full the mortgage
is hereby released and the title hereby created discharged
The witness my hand this 28th day of March A. D. 1892
J. C. Boardley
Recorded August 17, 1892