

This Indenture made this ninth-day of November in the year of our Lord one thousand eight hundred and eighty three between J. D. Barton & Mrs. A. Barton his wife of Leblinton in the County of Douglas and State of Kansas of the first part and J. H. Van Hoesen of the second part;

Witnesseth that the said parties of the first part in consideration of the sum of Twelve Hundred & fifty (\$250.00) Dollars to them duly paid the receipt of which is hereby acknowledged has 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 North one-half (1/2) of the South East quarter of Section number thirty five (35) in town number thirteen (13) of Range number Eighteen (18) 80 acres with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said J. D. Barton & Mrs. A. Barton 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 Twelve Hundred and fifty (\$250.00) dollars according to the terms of one certain note this day executed and delivered by the said J. D. Barton Mrs. A. Barton, to W. H. Fry & Co. Merchants to the said party of the second part: dated Nov 9. 1883 to run two years with interest at ten per cent per annum 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 taxes or if the insurance is not kept up 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 his executor administrators or 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 his executor administrators or assigns and out of all the money arising from such sale to retain the amount then due for principal and interest

The following is indorsed on original  
July 10 1885  
I hereby acknowledge full satisfaction of this mortgage  
and payment of note secured by it J. H. Van Hoesen  
Recorded July 18 1885 at 2:30 PM  
J. H. Van Hoesen, Clerk of District