

In consideration of full pay-
ment of the within mortgage
I hereby release from this
15th day of Nov. 1889.

Mary J. Smith

Wm. Gustafson

Witness
Nov 15 1889

Wm. Gustafson

Witnesseth, That the said parties of the first part, in con-
sideration of the sum of One Hundred and Fifty Dollars, to
them duly paid, the receipt of which is here by acknowl-
edged, have sold and by these presents do grant, bargain, sell
and mortgage to the said party of the second part, her
heirs and assigns forever, all that tract or parcel of land
situated in the County of Douglas and State of Kansas, de-
scribed as follows, to wit: Lot No One Hundred and Thirty-
five (135) on Indiana Street, in the City of Lawrence, being the
homestead of the parties of the first part with all the ap-
purtenances, and all the estate, title and interest of the
said parties of the first part therein. And the said Parties
of the first part 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 encumbrances.
This grant is intended as a Mortgage to secure the pay-
ment of the sum of One Hundred and Fifty Dollars in one
year from the date hereof according to the terms of the cer-
tain mortgage note this day executed and delivered by the
said Parties of the first part to the said party of the second
part: of even date herewith 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 party of the
second part her executors, administrators and assigns,
at any time thereafter, to sell the premises hereby granted,
in any part thereof, in the manner prescribed by law,
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, first in the amount then due for principal and
interest, together with cost and charges of making such
sale, and the overplus, if any there be, shall be paid by
the party making such sale, on demand, to the said
Parties of the first part, their heirs and assigns.

In Witness Whereof, The said parties of the first part, have
hereunto set their hands and seals the day first above written.

Joel Gustafson [seal]
Matilda Gustafson [seal]

Nov 20 1889