

MORTGAGE RECORD

P. O. Taylor, Clerk Court Manufacturer, Leavenworth, Kansas.

This Indenture, Made this 15th day of November in the year of our Lord one thousand eight hundred and eighty nine between Jos. Gustafson and Matilda Gustafson, his wife of Tahmasee in the County of Douglas and State of Kansas of the first part, and Mrs Clara V. Coleman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 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, described as follows, to-wit: Lot No. 16, 1/2 of 1/2 on New York Street, in the City of Lawrence said parties of the first part agree during the existence of this loan, to keep the buildings on said premises, insured in the sum of \$5.00 for the benefit of said second party, her heirs and assigns.

with all the appurtenances, 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 incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, her heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars according to the terms of one certain mortgage note to the said party of the second part: due in five years from date, with interest after maturity or default, at the rate of ten per cent. per annum, the interest from date to maturity or default, being evidenced by coupons attached to said note.

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, 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 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 costs and charges of making such sales, and the surplus, 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 and year first above written.

Signed and delivered in presence of

Jos. Gustafson (SEAL.)

Matilda Gustafson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 15th day of November, A. D. 1887, before me, Wm. S. Sinclair, a Notary Public in and for said County and State, came Jos. Gustafson and Matilda Gustafson, his 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Sept. 13 1892. Wm. S. Sinclair Notary Public.Recorded Nov. 15 A. D. 1887, at 5 o'clock P. M.

James Brooks
Reg. of Deeds

The following is endorsed on the original instrument:
The notes herein described having been paid in full, this mortgage is hereby released, and the hereonby created discharge is hereby acknowledged. This 3rd day of December 1887. J. S. Sinclair, Notary Public.

(L. 13)

Recorded in Book 35, page 353