

This Indenture, Made this 15th day of November in the year of our Lord one thousand eight hundred and eighty nine between
Joel Gustafson and Matilda Gustafson his wife
 of Lawrence in the County of Douglas and State of Kansas
 of the first part, and A. H. McWhorter
 of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Forty 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 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: Lot No. Sixty (60) on New York Street, in the City of Lawrence, subject, however, to a prior mortgage of \$400. to Mrs. Eliza K. Coleman

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 save as above noted, and they will warrant and defend the same in the quiet and peaceable possession of said party, his 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 Forty Dollars

according to the terms of ten certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: payable as follows: \$4 on the 15th days of May and November of each year until said principal sum of \$400 is fully paid, with interest after maturity or default, at the rate of ten percent per annum.
 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 his 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 his 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 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

Joel Gustafson (SEAL.)
Matilda Gustafson (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 15th day of November, A. D. 1889, before me, Wm. S. Sinclair, a Notary Public in and for said County and State, came Joel 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 Jan. 2, A. D. 1890, at 2 o'clock P. M.

James Brooke
 Register of Deeds.

The mortgage herein, recorded has been paid in full and the lien thereby created is hereby discharged this November 24th, 1892

Witness James Brooke Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 11th day of January 9th, 1892

Witness James Brooke