

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 12<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and Ninety One between John S. Dustin and his wife Sarah E. Dustin of Lawrence in the County of Douglas and State of Kansas of the first part, and Louisa Victor of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred and Fifty 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: lots numbered Nine (9) and Ten (10) in Addition Number Six to North Lawrence in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John S. Dustin do hereby covenant and agree, at the delivery hereof he is the lawful owner 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 Two Hundred and Fifty Dollars according to the terms of two certain promissory notes this day executed and delivered by the said John S. Dustin to the said party of the second part; payable viz: \$125 two years after date and \$125 four years after date with interest at the rate of eight per cent per annum payable semi annually

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 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 John S. Dustin heirs and assigns.

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

Signed and delivered in presence of

Geo A. Banks

John S. Dustin  
Sarah E. Dustin  
mark

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 13<sup>th</sup> day of February, A. D. 1891, before me Geo A. Banks, a Notary Public in and for said County and State, came John S. Dustin and Sarah E. Dustin his band and 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 Dec 12 1892

Geo A. Banks

Notary Public.

Recorded Feb 13 A. D. 1891, at 3 o'clock P M.

James Brooks

Register of Deeds

The following is indorsed on the original instrument:  
The notes herein described having been paid in full. This mortgage is hereby released  
and the same money created discharged. To witness my hand this 14 day of March 1893  
John S. Dustin  
Formerly a minor Victor

Attest  
Recorded March 14 1893  
Geo A. Banks

