

JOURNAL CO. LAW OFFICE

This Indenture, Made this third day of January in the year of our Lord one thousand eight hundred and ninety four between John S. Dustin and Sarah E. Dustin, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Amanda J. Akers, of same place 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: Lot No Eleven (11) in Addition No Five (5) in that part of the City of Lawrence formerly known as North Lawrence. First party hereby agree to maintain \$500.00 insurance upon the buildings now on or to be erected on said lot, during the existence of this loan, for benefit of second party, her heirs or 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 war- rant and defend the same in the quiet and peaceable possession of second party, 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 Two Hundred and Fifty Dollars, being part purchase money of above described premises according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part due in three years from date, with interest from date to maturity at 8% per annum, payable semi-annually, and interest after maturity, but the rate of 10% per annum, until fully paid.

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 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

J. R. NightJohn S. Dustin
Sarah E. Dustin
mark

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 3rd day of January, A. D. 1894, before me J. R. Night a Notary Public in and for said County and State, came John S. Dustin and Sarah E. Dustin, 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 April 21 1895 J. R. Night
Recorded Jan 5 A. D. 1894, at 3 o'clock P. M.

Notary Public.

James Brooke
Register of Deeds.

The following is undorsed on the original instrument.
In consideration of full payment of the within mortgage,
I hereby release the same this 5th day January 1897
Amanda J. Akers
Jonathan Akers
Recorded Jan 6 1896
James Brooke
By Fred Brook, Deputy Register of Deeds

