

This Indenture, Made this 23<sup>d</sup> day of November in the year of our Lord one thousand eight hundred and ninety four between Daniel J. Musted and Rachel Musted, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Mrs. Ella Coltrane, of Lawrence, Kansas of the second part,

**Witnesseth,** That the said part 1<sup>st</sup> of the first part in consideration of the sum of Eighteen Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha all sold and by these presents do grant, bargain, sell and mortgage to the said part 2<sup>d</sup> 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: Beginning at a point 1 and 1/2 chains South of the South East corner of the North East Quarter of Section No. 8 Town 11 in South 14 N. 10 S. 12 W. 1/2 South of Range No. 19 East of the 6th C.M. Thence running West 40 chains thence North 6 and 1/2 chains thence East 13 and 1/2 chains thence North 1/2 and 1/2 chains thence East 16 and 1/2 chains thence South 22 and 1/2 chains to place of beginning

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> 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 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 Eighteen Hundred Dollars 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 five years from date, with interest after maturity, or default at the rate of ten percent per annum until fully paid, the interest from date to maturity being at the rate of eight 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 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 for 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, ha thereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

D. J. Musted (SEAL.)  
Rachel Musted (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered,** That on this 23<sup>d</sup> day of November, A. D. 1894, before me, Wm. S. Sinclair a Notary Public in and for said County and State, came Daniel J. Musted and Rachel Musted, 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 Oct 11 1896 Wm. S. Sinclair Notary Public.  
Recorded Dec 14 A. D. 1895 at 7 o'clock P. M.

James Brooks  
Register of Deeds.

The following is inclosed in the Original Instrument  
The note herein described having been paid in full, this mortgage is hereby released and the line thereby created discharged.  
As Witness my hand, this 1<sup>st</sup> day of June A.D. 1896.  
Recorded June 1<sup>st</sup> 1896  
Ella Coltrane

James Brooks  
By Fred Brooks Deputy Register of Deeds

