

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19 day of November in the year of our Lord one thousand eight hundred and ninety nineteen hundred between Joel Gustafson and Mathilda Gustafson his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Myron Boardman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve 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 part if 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 number sixty (60) on New York street, in the City of Lawrence, Kansas.

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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

This grant is intended as a Mortgage to secure the payment of the sum of Twelve 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 part if of the second part: Payable five years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 part if 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 part if of the second part 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part if 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 hand and seal the day and year first above written.

Signed and delivered in presence of

Jennies Vatt

Joel Gustafson (SEAL.)
Mathilda Gustafson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 21 day of November, A. D. 1899, before me, a Notary Public in and for said county and State, came Joel Gustafson & Mathilda Gustafson his wife to me personally

known to be the same person 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 30th Mch. 1904
Recorded Nov. 22 A. D. 1899, at 10⁴⁵ o'clock A.M.

H. D. Boardman
Notary Public.
Register of Deeds.

The following is Endorsed on the original instrument.
The Note herein described having been paid in full this Mortgage is hereby released. And the said thereby created discharged.
We Witness My hand this 28th day of June A.D. 1900.
Attest
Mary C. Boardman,
Myron Boardman.

(For Assignment see Book 44, Page 77.)

Recorded June 28th 1900.
W. W. Armstrong,
Register of Deeds.