

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON & CO., PRINTERS, BROADWAY AND HANCOCK BUILDING, LAWRENCE, KAN.

This Indenture, Made this Eighteenth day of April in the year of our Lord, thirteen
hundred and nine, 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
Mary G. Johnson Bristol of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Two Hundred and Seventy-five (\$275.) 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:

Beginning at a point Twenty-eight (28) Rods West of the South East corner of the North East
Quarter of the North West Quarter of the South West Quarter of Section Twenty-nine (29), Township
Twelve (12), South, of Range Twenty-two (22), East of the 6th P.M., in the center of Elm Street
produced East from North Lawrence; thence North Eight (8) Rods; thence East Fifty (50) feet;
thence South Eight (8) Rods; to center Grand Elm Street, thence West along the center of
Grand Elm Street to the place of beginning, in that part of the City of Lawrence
known as North Lawrence, less the portion of said land that lies in said
Elm Street.

Parties of the first part hereby agree to maintain insurance for the sum of \$500. on the
buildings now or to be erected on said premises, for the benefit of said second
party, her heirs or assigns, during the existence of this loan.

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 and Sarah E. Dustin 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 inalienable

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 said 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
\$275.

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 from date to maturity as evidenced by coupons attached
thereto, and interest after maturity or default at the rate of 10% per annum, until fully paid
in cash or by Sheriff's Deeds to above described property.

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; 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 of making such sales, and the overplus, if
any there be, shall be paid by the party making such sale, on demand, to 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, Sealed and Delivered in Presence of

Wm. T. Sinclair
Mrs. Anna Lucy

John S. Dustin [SEAL]
Sarah E. Dustin [SEAL]
his wife [SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 18th day of April, A. D. 1909, before me

the undersigned 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 subscribed my name and affixed my official seal on the day and
year last above written.

My Commission Expires Dec. 15th 1910 Wm. T. Sinclair Notary Public.

Filed for Record the 17th day of April, A. D. 1909, at 10 o'clock A. M.

A. W. Armstrong Register of Deeds.
By Eric C. Armstrong Deputy.

I, Mary Ellen Simmons, Clerk of the District Court, Douglas County, Kan., do hereby certify that a judgment of this court was rendered on the 18th day of April, 1909, in the above entitled case, and that the same was duly entered on the docket of said court, and that the same is now on file in the office of the Clerk of said court.

ATTEST:
Mary Ellen Simmons
Register of Deeds