

MORTGAGE RECORD NO. 55.

This Indenture, Made this 10<sup>th</sup> day of August in the year of our Lord nineteen hundred eighteen, between Joel Gustafson, a widower of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. B. Elliott of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of Four Hundred and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha he sold, and by these presents do sell grant, bargain, sell and mortgage to the said part y 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 No. One Hundred Seventy One (171) and One Hundred Seventy Three (173) on Locust Street, in that part of the City of Lawrence, known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Joel Gustafson do es hereby covenant and agree that 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 Four Hundred and no/100 Dollars according to the terms of one certain note this day executed and delivered by the said Joel Gustafson to the said part y of the second part

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 y 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; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said Joel Gustafson, his heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part ha he hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of Joel Gustafson (SEAL) (SEAL) (SEAL)

STATE OF KANSAS, Douglas County } ss.  
BE IT REMEMBERED, That on this 10<sup>th</sup> day of August A. D. 1918, before me, John C. Emick a Notary Public in and for said County and State, came Joel Gustafson to me personally known to be the same person who executed the foregoing instrument, and did acknowledge 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 January 13 1920 John C. Emick Notary Public.  
Filed for Record the 10<sup>th</sup> day of August A. D. 1918, at 2<sup>05</sup> o'clock P.M.  
Estelle Northrup Register of Deeds.  
Deputy.

Reviewed Dec 12<sup>th</sup> 1918  
Estelle Northrup  
Registered in books

THIS MORTGAGE IS RECORDED AS THE OFFICIAL INSTRUMENT.  
The mortgage herein recorded is a mortgage in fee simple, and is hereby released and its use thereby certified destroyed. As witness my hand this 10<sup>th</sup> day of August A. D. 1918.