

of the City of Lawrence in the County of Douglas, ^{3d} State of Kansas, of the first part, and The Home Building ^{2d} Loan Association of the City of Lawrence, said County of Douglas, of the second part, Witnesseth, that the parties of the first, in consideration of the sum of Five Hundred Dollars, to them duly paid have sold, and by these presents do grant and convey to the said party of the second part, and its assigns, all that tract or parcel of land situated in said Douglas County, ^{3d} State of Kansas, and described as follows to-wit:

Lot No Sixteen (16) on New Jersey Street, ^{3d} Lot No Forty-seven (47) on New York Street, all in the City of Lawrence with the appurtenances and all the estate, title and interest of the parties of the first part therein.

This Grant is intended as a Mortgage, to secure the payment and the full performance of all the obligations and conditions of a certain Bond this day executed by the said Henry B. Wain to the said Home Building ^{2d} Loan Association, for the payment of \$500. as therein provided; and upon the full ^{2d} prompt performance of all said conditions of said bond by the party signing the same, this conveyance shall be void. But if default be made in the performance of any of the conditions of said bond, or in the making of any payment therein provided when the same shall be due; or if the taxes and assessments of every nature which are assessed or levied against said premises are not paid at the time when the same are by law made due and payable, then, upon the happening of any of said failures, the whole of the said sum of \$500., together with such fines ^{2d} penalties as shall accrue, under the By-Laws of said Association, shall immediately become due and payable, and it shall be lawful for the said party of the second part, or its assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, ^{3d} But of all the moneys arising from such sale, to retain the amount of said bond, to wit: \$500., less only the amount of all dues paid as principal upon said bond, together with the cost ^{2d} charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Henry B. Wain, his heirs and assigns. & said Henry B. Wain agrees to keep buildings thereon insured for \$500.

In witness whereof, The said parties of the first part have hereunto set hands and seals the day & year above written.

The following is indorsed on original instrument

In consideration of full pay-

ment of the within mortgage

Thereby release the same this

15th day of May 1890

Wm. J. Lincoln

Attest

Recorded May 16, 1890 at 1 o'clock P.M. James Brooks Register of Deeds

By A. W. Carnean Deputy