

This Indenture Made this 7th day of May in the year of our Lord one Thousand eight hundred and eighty eight between Adella B. Simmons and Warren Simmons her husband of the City of Lawrence in the County of Douglas and State of Kansas of the first part and The Home Building and 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 One Thousand 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 and State of Kansas and described as follows to wit:

Lot No One Hundred and Ten (110) on Rhode Island street 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 Warren Simmons to the said Home Building and Loan Association for the payment of \$1000. as therein provided: and upon the full and prompt performance of all said conditions of said bond by the party signing 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 \$1000- together with such fines and 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 and out of all the moneys arising from such sale to retain the amount of said bond to wit \$1000. less only the amount of all dues paid as principal upon said bond together with the cost and 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 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 above written.

The following is endorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 4th day of February A.D. 1890

Wm F. Simons

Mrs. A. B. & A.

Recorded February 4th 1890 at 4th o'clock P.M. Valley Brothers

Register of deeds

Conf. Bond

A. L. Selig