

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 Eight (108) on Kentucky Street, in the City of Lawrence, subject to a mortgage of One Thousand Dollars to said Home Building and Loan Association, First Series, 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 & conditions of a certain Bond this day executed by the said W. F. March to the said Home Building and Loan Association, for the payment of \$500, as therein provided; and upon the full and 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 & payable, or upon the happening of any of said failures, the whole of the said sum of \$500, 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: \$500,

is 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 W. F. March, his heirs and assigns.

And to the use whereof, the said parties of the first part have hereunto set their hands and seals the day & year above written.

Lena Miles March [L.S.]

W. F. March [L.S.]

State of Kansas, Douglas County, ss.

On this 1st day of July A.D. 1905, before me a Notary Public in & for said county, personally came Lena Miles March and

The following is a correct copy of the original

In consideration of full pay-

ment of the within mortgage

I hereby release the same this

6th day of February, 1905

Wm. S. Gular

Notary Public

James C. Gular

Recorder of Deeds

Recorded February 11, 1905

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