

The following is indorse on the original

In consideration of full payment of the within mortgage I hereby release the same this

9th day of August 1899.

And I declare

As being the day of the month of August 1899

Witness my hand and seal of said

in said County of Douglas, of the second part, Witnesseth, that the parties of the first part, in consideration of the sum of Twelve 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 his 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 Thirty-one (131) and the East half of Lot No One Hundred and Twenty-nine (129) on Elm Street, in that part of the City of Lawrence known ^{formerly} as North 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 Harry Dick to the said Home Building and Loan Association, for the payment of \$1200. 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 payments 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 \$1200. 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: \$1200. this 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 of any there be, shall be paid by the party making such sale, on demand, to the said Harry Dick, his 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.

Harry Dick (L.S.)

Nellie E. Dick (L.S.)

State of Kansas, Douglas County, ss.

On this 9th day of August 1899, before me August C. Hilg a