

This Indenture, made this 31st day of January in the year of our Lord, one thousand eight hundred and eighty-nine, between John T. Harris a widower 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, in said County of Douglas, of the second part. Witnesseth, that the party of the first part, in consideration of the sum of seven hundred Dollars, to him duly paid, hath sold and by these presents doth 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, State of Kansas, and described as follows to-wit:

To-wit: Nos One hundred and Fifty-four (154) and One hundred and Fifty-six (156) on Pennsylvania Street, in the City of Lawrence with the appurtenances and all the estate, title and interest of the party 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 John T. Harris to the said Home Building and Loan Association, for the payment of \$700 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 \$700, 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 money arising from such sale, to retain the amount of said bond, to-wit: \$700, less only the amount of all due and 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 John T. Harris, his heirs and assigns.

In Witness Whereof, the said party of the first part, hath hereunto set his hand and seal the day and year above written.

John T. Harris [S. L.]

State of Kansas, Douglas County, ss.

The following is entered on original instrument:

In consideration of full payment of the within mortgage

I hereby release the same this

31st day of April, 1890

at 12:30 P.M. in presence of

Recorded April 17, 1890 at 10:15 o'clock A.M. James Brooks Register of Deeds

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