

The following is endorsed on the original instrument
 In consideration of full payment of the within mortgage
 I hereby release the same this 18th day of January, A. D. 1890
 A. C. Allen
 Notary Public
 Recd. Jan. 18, 1890
 Recorded Jan. 18, 1890
 Mrs. H. B. x & c. a

This Indenture, Made this 11th day of February in the year of our Lord, one thousand and eight hundred and eighty-nine between Alfred Whitman and Mary B. Whitman, his wife of 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 parties of the first part, in consideration of the sum of Seventeen 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, and State of Kansas, and described as follows, to-wit:

The North East quarter of the North East quarter of Section No. Thirty-five (35), Township No. Twelve (12) North, of Range No. Nineteen (19) East, subject to mortgage of \$1000. to said Home Building and Loan Association with the appurtenances and all the estate, title and interest of the parties of the first part therein.

This bond 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 Alfred Whitman to the said Home Building and Loan Association, for the payment of \$1400. 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 \$1400. 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: \$1400. 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 Alfred Whitman, 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.

Alfred Whitman (F. R.)

Mary B. Whitman (F. R.)