

known to be the identical person described in, and who executed the foregoing conveyance as grantor, and duly acknowledged the execution of the same.

In Testimony Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Alfred Whitman

Notary Public

My commission expires Jan'y 19, 1891.

Recorded June 5, 1889 at 3⁴⁰ o'clock P.M.

James Brooks
Register of Deeds.

This Indenture Made this third day of June in the year of our Lord one thousand eight hundred and eighty nine between Julia M. Benedict, unmarried 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 One Thousand Dollars, to her 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, and State of Kansas, and described as follows, to-wit: Lot No Nine (5) in Block No Nine (4) of Lane's First Addition to 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 Julia M. Benedict 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 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 to be 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 here-

The following is inserted in original instrument:

In consideration of full payment of the within mortgage

I hereby release the same this

13th day of June, 1890.

Attest my hand and seal of office this

13th day of June, 1890.

James Brooks, Register of Deeds.

Recorded June 12, 1890 at 3 o'clock P.M.