

sold, and by these presents do grant and convey to the said party of the second part, and assigns, all that tract or parcel of land situated in the County of Douglas 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), in Township No. Twelve (12), Range Nineteen (19); Also the following: Beginning at the North West corner of the North West quarter of Section No. Thirty six (36), Township Twelve (12), Range Nineteen (19), running thence South on Sec. line 19 and $\frac{35}{100}$ chains, thence East parallel with North line of said Sec. 13 and $\frac{32}{100}$ chains, thence North parallel with West line of said Sec. 19 and $\frac{35}{100}$ chains, thence West on North line of said Sec. 13 and $\frac{32}{100}$ chains to beginning, being 25 and $\frac{64}{100}$ acres; said last described tract being subject to a mortgage of \$1,300. to W. J. Neill recorded in Book 12, page 499, with the appurtenances and all the estate, title and interest of the parties of the first part therein; and the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, and assigns forever.

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 Alfred Whitman and Mary B. Whitman to the said Kansas National Building and Loan Association, for the payment of \$1500. as therein provided; and upon the prompt performance of all said conditions of said bond by the part 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 said failures, the whole of said sum of \$1500., 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 assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part or assigns, and and out of the moneys arising from such sale, to retain the amount of said bond, to wit: \$1500., less only the amount of dues paid as principal upon said bond, together with the cost and charges of making such sale;

THIS DEED IS SUBJECT TO THE PROVISIONS OF THE ACT OF MARCH 3, 1879, CH. 11, SECT. 1, RELATIVE TO THE RECORDING OF DEEDS, AND TO THE ACT OF MARCH 3, 1879, CH. 11, SECT. 2, RELATIVE TO THE RECORDING OF DEEDS, AND TO THE ACT OF MARCH 3, 1879, CH. 11, SECT. 3, RELATIVE TO THE RECORDING OF DEEDS.

Recorded Oct. 28, 1898

U. S. German

Register of Deeds

Nov 16, 1898

W. J. Neill

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Coro Seal