

Witness my hand and official seal the day and year last above written.



L. B. Steele

My commission expires June 18 1894

Notary Public.

Recorded Sept 5th 1890 at 4⁵⁵ o'clock P.M.

James Brooks

Register of Deeds

This Indenture, Made this 3^d day of September in the year of our Lord one thousand eight hundred and ninety between Louisa A. Grant & Charles W. Grant her husband of the City of Lawrence County of Douglas and State of Kansas, of the first part, and The Kansas National Building and Loan Association of Lawrence, Kansas, of the second part, Witnesseth, that the parties of the first part, in consideration of the sum of One 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 assigns, all that tract or parcel of land situated in the County of Douglas and State of Kansas, and described as follows, to wit: Lot number One Hundred and Thirty one (131) on New Jersey Street in the City of Lawrence, subject to a prior mortgage for \$300. to said second party 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 parties of the first part to the said Kansas National Building and Loan Association, for the payment of \$100. 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 \$100, together with such fines and penalties as shall accrue under the by-laws of said Association, shall imme-