This Indenture, Made this 13th day of December in the year of our Lord one thousand eight hundred and ninety between Maude E. Downs and Curtis A. Downs, 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 Three Hundred and Seventy five 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 No One Hundred and Fourteen (114) on the South side of Lincoln Street, in Addition No. Three (3), in that part of the City of Lawrence formerly known as North Lawrence; being the homestead of the said parties of the first part, 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 $375. as therein provided, and upon the prompt performance of all said conditions of said bond by the parties 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 $375., 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 out of the moneys arising from such sale, to retain the amount of said bond, to wit: $375., less only the amount of

Recorded February 27, 1899
C. S. Newman
Register of Deeds
Rec'd by J. T. G. Filler Deputy.

Filed for Record the 13 day of February A.D. 1899 at 9 o'clock A.M. and duly recorded in Book 3 of Mortgages on page 248
Wm. L. Sheldon
Register of Deeds
By J. T. G. Filler Deputy.

Assignment of within Mortgage to Lawrence Building and Loan Association, for value received, this 13th day of February A.D. 1899.
Wm. L. Sheldon
Secretary.