

This Indenture, Made this 8th day of June in the year of our Lord one thousand eight hundred and ninety one between Chester E. Dallas an unmarried man, of the City of Baldwin City 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 party of the first part, in consideration of the sum of One Thousand Dollars, to him duly paid, hath sold, and by these presents doth 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: Lots Nos 34, 36, 38, 40, 42 and 44 on Fremont Street; Also the West 30 feet of Lot No 126 and the East 20 feet of Lot No 128, on High Street; Also an undivided half interest in and to a portion of Lots "S" and "T" on High Street described as follows: Commencing at a point 13½ feet East of the South West corner of said Lot "S", thence running North 116 feet, thence East 46½ feet, thence North 24 feet, thence East 24 feet, thence South 140 feet, thence West 10½ feet to place of beginning: All in Baldwin City, with the appurtenances and all the estate, title and interest of the party of the first part therein; and the said party of the first part doth hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he 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 Chester E. Dallas to the said Kansas National Building and Loan Association, for the payment of \$1000, as therein provided; and upon the 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 said failures, the whole of 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 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;