

This Indenture, Made this 10th day of July in the year of our Lord one thousand eight hundred and ninety one between Elsie J. James, a widow, 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 party of the first part, in consideration of the sum of Three hundred and Fifty Dollars, to her duly paid, has 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: Lot No Fourteen (14) in Block No Eight (8) of James First Addition to the City of Lawrence; subject prior mortgage of \$150 to said second party, 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 she 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 she 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 party of the first part to the said Kansas National Building and Loan Association, for the payment of \$350, 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 \$350, 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 money arising from such sale, to retain the amount of said bond, to wit: \$350, less only the amount of dues paid as principal upon said bond together with the cost and charges of making such sale; and the overplus if any there be, shall be paid by the party making such sale, on demand to the said party of the first part, her heirs and assigns.

The party of the first part hereby agrees to maintain insurance to the amount

THE FOLLOWING IS INDEXED ON THE ORIGINAL INSTRUMENT
In consideration of full payment of the within mortgage, the Kansas National Building and Loan Association, formerly the Kansas National Building and Loan Association, of the County of Douglas and State of Kansas, do hereby release the same, in favor of the Board of Directors of the Kansas National Building and Loan Association, of the County of Douglas and State of Kansas, of the second part, of this instrument.

Attest:
H. J. Lindley
Secretary

Recorded May 16 1893
J. M. W. Brooker
Register of Deeds