

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: Lots Nos 78, 79, 80, 81, 82, 83, 84, 85, 86 and 87 on Ames street, and Lots Nos 158, 157, 159, 161, 163, 165, 167, 169, 171 and 173 on Baker street, all in Baldwin City, subject to a Mortgage of Five hundred Dollars in favor of the Kansas National Building and Loan Association dated June 5, 1897, 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 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 \$100, 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: \$100, 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 parties of the first part their heirs and assigns.

The parties of the first part hereby agree to maintain insurance to the amount

(THE FOLLOWING IS INCORPORATED ON THE ORIGINAL INSTRUMENT.)

In consideration of full payment of the within mortgage, the Kansas National Building and Loan Association, to wit: The Kansas National Building and Loan Association, of Lawrence, Kansas, do hereby certify that the same is a true and correct copy of the original instrument, as the same is on file in the office of the Board of Directors of said Association, and is a true and correct copy of the original instrument, as the same is on file in the office of the Board of Directors of said Association.

Witness my hand and seal this 13th day of July, 1897.

Attest: Secy.

Attest:

Recorded July 13th 1897

Register of Deeds

Ames Brothers

The following is incorporated on original instrument in consideration of full payment