

and 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 Five (5) and Six (6) in Block No Three (3) of Smith's Subdivisions of portions of Additions Nos Six (6) and Seven (7), in that part of the City of Lawrence formerly known as North Lawrence 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 it 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 it 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 \$400. 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 \$400., 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: \$400., 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 or its assigns.

The party of the first part hereby agree to maintain insurance to the amount of \$1000. on said property as provided in the by-laws of said Association.

In Witness Whereof The said party of the first part hath caused these presents to be executed by its Trustees as of said the day and year above written.

Attest:

L. A. Wight

Hanibal Irving

Lewis Scott

Emmanuel Jackson

The James African M. Church

by Wiram Johnson

Landy Peterson

George Irving

James Roberon

Lincoln Johnson

Trustees

THE FOLLOWING IS INCORPORATED ON THE ORIGINAL INSTRUMENT
In consideration of full payment of the within mortgage, the Kansas Building and Loan Association, formerly the Kansas National Building and Loan Association, hereby releases the same. By order of its Board of Directors: Sec'y. _____ Pres. _____

Wm. J. Smith, Sec'y. _____
A. S. Bell, Pres. _____
Recorded June 15 1897

Fred Brooks
Deputy Register of Deeds

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