

wife to me personally known to be the identical persons described in and who executed the foregoing conveyance as grantors and duly acknowledged the execution of the same.

In testimony whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

L. S.

L. S. Steele

Notary Public

My commission expires June 18, 1894.

Recorded Jan. 9, 1892 at 10 o'clock A.M.

James Brooks
Register of Deeds.

This Indenture Made this 9th day of January in the year of our Lord one thousand eight hundred and ninety two between Rachel Hutt and E. Hutt 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 Four 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 Lot No Eighty six (86) on New Jersey Street in the City of Lawrence, subject to prior mortgage of \$400 to said Association, 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 \$400 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 payment therein provided when the same shall be due, or if the taxes and assessments of every nature which have accrued or be due against said premises are not paid at the time when the same are by law made due and

The following is endorsed on the original instrument

In compliance with the provisions of the Act of March 2, 1893, Chapter 108, Laws of Kansas, the following is recorded on the original instrument.

Wm. Steele

Recorded July 19, 1895.

Wm. Steele, Register of Deeds