

LAWYERS OF CHICAGO, MINNEAPOLIS, ST. LOUIS AND KANSAS CITY

This Indenture, Made this 28<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and ninety three between Emmer E. Horner and Levi Horner, his 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 said parties of the first part, in consideration of the sum of Fifteen 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:

Sots Nos. Sixty one (61) Sixty three (63) and Sixty five (65) on Delaware Street in the City of Lawrence. Also the following described tract in Lot one (1) of Block (4) of Section Thirty one (31) Township Twelve (12) South of Range Twenty (20) East. Commencing 17 feet East of the North West corner of said Lot 61 Delaware Street thence running South 150 feet thence West 81 1/2 feet thence North 150 feet thence East 81 1/2 feet to place of beginning

with the appurtenances and all the estate, title and interest of the parties of the first part therein; and the said parties 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 \$1500\* 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 \$1500\*, 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: \$1500\*, less only the amount of dues paid as principal upon said bond, together with the cost and charges of making such sale; and the surplus, 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 of \$2500\* on said property, as provided in the by-laws of said Association.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year above written.

Emmer E. Horner [L. S.]

Levi Horner [L. S.]

[L. S.]

[L. S.]

State of Kansas Douglas County, ss.

On this 28<sup>th</sup> day of June A. D. 1893 before me,

a Notary Public in and for said County, personally came Emmer E. Horner and Levi Horner, his husband

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.

My commission expires December 1 - 1896

Louis F. Selig Notary Public.

Recorded June 28 A. D. 1893, at 2 o'clock P. M.

James Brooks Register of Deeds.

THE FOLLOWING IS INCORPORATED IN THE ORIGINAL INSTRUMENT:

In consideration of the full payment of the within mortgage, the Kansas Building and Loan Association, for and by the Kansas National Building and Loan Association, hereby releases the same. By order of its Board of Directors this 17th day of December, 1893.

A. F. Selig, Sec'y.

Recorded for 1893  
By Fred B. of the Deputy Register of Deeds