

LAWRENCE, JOURNAL, BUSINESS, RECORDS AND DEEDS, HOUR MARKS.

This Indenture, Made this 12th day of September in the year of our Lord one thousand eight hundred and ninety three between Mary B. Whitman and Alfred Whitman, her husband of the 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} said parties of the first part, in consideration of the sum of Five 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: The North East quarter of the North East quarter of Section No 35 Township 12 Range 19, 40 acres; Also commencing at the N. E. corner of the N. E. 1/4 of Section 36, Town 12, Range 19, thence running South on Section line 19 1/2 chains, thence East parallel with North line said Sec. 35 3/4 chains, thence North parallel with West line said Sec. 19 1/2 chains, thence West 13 1/2 chains to place of beginning; Also commencing 13 1/2 chains East of a point 19 1/2 chains South of the N. E. corner of the N. E. 1/4 of Sec. 36, Town 12, Range 19, thence running South 2 1/4 feet to center of Warren St. produced West from the City of Lawrence, thence West along center of said street 4 1/2 feet, thence North 2 1/4 feet to South line of land divided to Sarah S. Brown, Mary B. Whitman, in Book 30, page 504 thence East along said line to beginning, except the West half acre of last described tract; subject to 2 prior mortgages of \$1000. each, given to said Association.

with the appurtenances and all the estate, title and interest of the parties of the first part 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 and dated August 18, 1893.

to the said KANSAS NATIONAL BUILDING AND LOAN ASSOCIATION, for the payment of \$500 as therein provided; and upon the prompt performance of all said conditions of said bond by the parties of the first part 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 \$500, 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: \$500, 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 of \$2000 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.

Alfred Whitman [L. S.]
Mary B. Whitman [L. S.]
by Alfred Whitman [L. S.]
her Atty. in fact [L. S.]

State of Kansas Douglas County, ss.

On this 13th day of September A. D. 1893 before me, L. H. Night, a Notary Public in and for said County, personally came Alfred Whitman for himself and as attorney in fact for Mary B. Whitman, his wife to me personally known to be the identical person described in, and who executed the foregoing conveyance as grantor 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 April 21 1895 L. H. Night Notary Public.

Recorded Sept 13 A. D. 1893, at 2 o'clock P. M.

James Brooks
 Register of Deeds.

(THE FOLLOWING IS INDEXED ON THE ORIGINAL INSTRUMENT)
 In execution of full power of the within mortgage, the Kansas Building and Loan Association, with the Kansas National Building and Loan Association, as mortgagee, and the Kansas National Building and Loan Association, as mortgagor, have caused this instrument to be recorded in the office of the Register of Deeds, at Lawrence, Kansas, on the 13th day of September, 1893, at 2 o'clock P. M.

Recorded Oct. 28, 1893

Y. D. Harrison

Original Release recorded Book 37 Page 3831 Reg. enter of Deeds

Reg. O. R. Deeds