142 AWHENCE JA _ sth_______day of _______leftermby ________in the year of This Indenture, Made this..... of the first part, and THE KANSAS NATIONAL BUILDING AND LOAN ASSOCIATION of Lawrence, Kansas, of the second part, Witnesseth, That suid partial of the first part, in consideration of the sum of _____ - DOLLARS, Two Kundredto the said party of the second part, 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: Jots Nov lixen sight (68) and leventy (20) on Fremout Street and the North sixty mine feet of Dole Nov lixen fever (61) and lixer, mine (69) on Group Street, all in Baldwin ally, subject to prior moligage of \$ 700 in favor of said Association. with the appurtenances and all the estate, title and interest of the part ILA of the first part therein; and the said but its of the first furt do ______ do _____ hereby covenant and agree that at the delivery hereof the downers of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that the delivery 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 for the said KANSAS NATIONAL BUILDING AND LOAN ASSOCIATION, for the payment of \$700 -as therein provided; and upon the prompt performance of all said conditions of said bond by the 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 $\frac{900}{1000}$, together with such times 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: \$900, less only the amount of dues paid as principal upon said bond, together with the cost and charges of making such sale; and the only the amount of the shall be paid by the party_making such sale, on demand, to the said_______ purture 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 partill_ of the first part hald hereunto set Huin hand and seal the day and year above written. Hanson Barber [L. S.] Attestin. Bristow Jane Barber _[L. s.] _[L. S.] __[L.S] _ Douglas County. ss. State of Kansas_ day of leftender A. D. 1894 before me, On this _____ a Justice of the Geace. _in and for said County, personally came Alarron Barber and gave Barber, his 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. N. Bristow My commission expires low 10th 1894 Notary Public. _ 1γ____A. D. 1894, at 8^{4/5} - o'clock - M. <u>Janua Broke</u> Kepister of Decis. Recorded ALAL