

This Indenture, Made this Eighth day of November in the year of our Lord one thousand eight hundred and ninety five between

Sida K. Whitcomb & G. A. Whitcomb her husband  
of the City of Sawnee 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 <sup>the</sup> ~~said~~ parties of the first part, in consideration of the sum of Two 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:

Lots numbered Eighty three (83), Eighty four (84) and the South half of Lots num-  
bered Eighty one (81) & Eighty two (82), all in Block numbered Twenty-three (23) in  
that part of the City of Sawnee known as West Sawnee, subject to a mortgage  
to party of 2<sup>d</sup> part for \$200 dated December 3, 1890 & one to same party for \$125 dated  
August 24, 1893

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 \$200 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 \$200, 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: \$200, 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 \$200 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.

Sida K. Whitcomb [L. S.]

G. A. Whitcomb [L. S.]

[L. S.]

[L. S.]

State of Kansas Douglas County, ss.

On this 8th day of November A. D. 1895 before me,  
a Notary Public in and for said County,  
personally came Sida K. Whitcomb and G. A. Whitcomb her  
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 Dec 1 1896

Notary Public,

Recorded November 9 A. D. 1895, at 4<sup>15</sup> o'clock P.M.

Sam B. Selig

Register of Deeds.

(THE FOLLOWING IS INDEXED ON THE ORIGINAL INSTRUMENT.)  
In consideration of full payment of the within mortgage, the Kansas  
Building and Loan Association hereby releases the same. By order of its Board of  
Directors this 17 day of April 1896

Recorded April 17, 1896. Chas. W. ...  
Chas. W. ...

(THE FOLLOWING IS INDEXED ON THE ORIGINAL INSTRUMENT.)  
In consideration of full payment of the within mortgage, the Kansas Building and Loan Association, hereby releases the same. By order of its Board of Directors this 17 day of April 1896

(Notary Public)

Recorded December 21, 1895  
W. H. ...