This Indenture, Made this _____1st_____ day of _____April_____ in the year of our Lord one thousand eight hundred and _ninety six_ _____between_____

_____Mary Spitz and Charles Spitz, 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 said parties of the first part, in consideration of the sum of_____

Three Thousand _____ DOLLARS,

to _them_ duly paid, ha _ve_ 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 Nos Sixty four (64), Sixty six (66) and Sixty eight (68) all on Vermont Street, in the City of Lawrence_

with the appurtenances and all the estate, title and interest of the part _ies_ 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 owner _s_ 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 $3000 as therein provided; and upon the prompt performance of all said conditions of said bond by the part _ies_ 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 $3000, 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: $3000, 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 part _ies_ of the first part hereby agree _____to maintain insurance to the amount of $3000 on said property, as provided in the by-laws of said Association.

In Witness Whereof, The said part _ies_ of the first part ha _ve_ hereunto set _their_ hands and seals the day and year above written.

        Mary Spitz [L. S.]
        Charles Spitz [L. S.]
        [L. S.]
        [L. S.]

State of Kansas _____Douglas_____ **County. ss.**

On this_____3rd_____day of_____April_____A. D. 1896 before me, _a Notary Public_ in and for said County, personally came _Mary Spitz and Charles Spitz, 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.

        Louis F. Selig
        Notary Public.

My commission expires _December 1 1896_

Recorded _April 4_ A. D. 1896, at _9 30_ o'clock A. M.

        James Booth
        Register of Deeds.