264 This Indenture, Made this ____ 12lh ___ day of ___ Julyin the year of our Lord one thousand eight hundred and Mirety Atuen _____ between ____ gennie S. Hoge, an unnarried woman of me City _____ of _ Saurence ____ County of 1 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 party _____ of the first part, in consideration of the sum of _____ - DOLLARS, Une Invusand to fur duly paid, hall sold, and by these presents doll 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: Sot No One Hundred Four (1041) on Vermont Street, in the city of Samuele with the appurtenances and all the estate, title and interest of the party of the first part therein; and the said arty of the fust bard ______ do the hereby covenant and agree that at the delivery hereof Alteria ______ the lawful owner _____ of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that Alter ______ 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 part of the full first part ______ to the said KANSAS NATIONAL BUILDING AND LOAN ASSOCIATION, for the payment of \$1000, ______ as therein provided; and upon the prompt performance of all said conditions of said bond by the party_____ 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 \$1000, _____, 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: \$1000-, less overplus, if any there be, shall be paid by the party_making such sale, on demand, to the said -build of the wall out wall be paid by the party_making such sale, on demand, to the said only the amount of dues paid as principal upon said bond, together with the cost and charges of making such sale; and the The party of the first part hereby agree 3 to maintain insurance to the amount of \$1000, - on said property, as provided in the by-laws of said Association. In Witness Whercof, The said party of the first part hat hereunto set hur hand and seal the day and year above written. Jermi S. Hoge ___[L. S.] [L. S.] _[L. S.] [L. S.] State of Bansas __ Douglas_ -County. ss. A. D. 1847 before me, On this _____ day of _____ ULYa notary Bublic -- in and for said County, personally came funiles Hoge an unarried woman 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. Souis F. Selig Notary Public. My commission expires Value Value 1900 -18 Recorded JULY 2. 4 _____ A. D. 189.7., at. 10. 30 o'clock __ M. James Brits