

This Indenture, Made this 19th day of January in the year of
our Lord one thousand eight hundred and Ninety nine between Arthur J. Goudy and
Nita M. Goudy his wife
of the City of Lawrence County of Douglas and State of Kansas,

Witnesseth, That ~~part~~^{the} part 100 of the first part, in consideration of the sum of _____

to them duly paid, have sold, and by these presents do grant and convey to the said party of the second part,

Beginning at a point Eight (8) rods East of the North West Corner of the South West quarter of Section No. 29, in Township No. 12, South, of Range No. 20, East. Thence running East 100 feet, Thence South 171 feet, thence West 100 feet, thence North 171 feet to the place of beginning, in that part of the City of Lawrence, known formerly as North Lawrence, and being the homestead of the said parties of the first part, subject to prior Mortgage to same partly recorded in Book 27th Page 263.

with the appurtenances and all the estate, title and interest of the part less 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 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 \$100 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 \$100, 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: \$100, 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 part^{ies} making such sale, on demand, to the said parties of the first part their heirs and assigns.

The part 100 of the first part hereby agree to maintain insurance to the amount of \$ 500 on said property, as provided in the by-laws of said Association.

In Witness Whereof, The said party^{es} of the first part ha^{ve} hereunto set their hands, and seal^d the day and year above written.

Arthur L. Gundy [L. S.]

- Nita M. Goudy - [L. S.]

_____ [ln, S.]

[1, S.]

State of Kansas Douglas County, ss.

On this 19th day of January A. D. 1897, before me,
Louis J. Delig a Notary Public in and for said County,
personally came A. Oliver L. Gandy and Keta M. Gandy
his wife

to me personally known to be the identical person S described in, and who executed the foregoing conveyance as grantor S 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. 1-1900 -18-

bove written.
Louis F. Dring
 Notary Public.

Recorded January 20th A. D. 1897 at 10⁰⁰ o'clock A. M.

L. B. Doorman
Register of Deeds.