our Lord one thousand eight hundred and
of the of County of 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 part of the first part, in consideration of the sum of
o duly paid, ha 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:
with the appurtenances and all the estate, title and interest of the part of the first part therein; and the said do hereby covenant and agree that at the delivery hereof the lawful owner of the premises above granted, and seized of a good and indefeasible estate of a heritance therein, free and clear of all incumbrances, and that will warrant and defend the same in the quiet md 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
to the said KANSAS NATIONAL BUILDING AND LOAN ASSOCIATION, for the payment ofas therein provided; and upon the prompt performance of all said conditions of said bond by the partsigning 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 §, 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: §, 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 making such sale, on demand, to the said
heirs and assigns. The partof the first part hereby agreeto maintain insurance to the amount of \$on said property, as provided in the by-laws of said Association.
Jn Witness Whercoj, The said part of the first part ha hereunto set hand and seal the day and year above written.
[u. s.]
[I. 5.]
State of Kausas County. 55.
On this
to me personally known to be the identical person described in, and who executed the foregoing conveyance as grantorand duly acknowledged the execution of the same, 3n Testimony whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.
My commission expires18
RecordedA. D. 189, ato'clockM.