

This Indenture, Made this 6th day of September in the year of our Lord one thousand eight hundred and ninety two between A. A. B. Cavaness, an unmarried man, of the 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 party of the first part, in consideration of the sum of One Thousand DOLLARS, to him duly paid, hath sold, and by these presents doth 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 Seventy five (75), Seventy seven (77), Seventy nine (79), Eighty one (81), Eighty three (83) and Eighty five (85); all on Chapel Street, in Baldwin City

with the appurtenances and all the estate, title and interest of the party of the first part therein; and the said A. A. B. Cavaness doth hereby covenant and agree that at the delivery hereof he is 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 he 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

party of the 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 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 party of the first part, his heirs and assigns.

The party of the first part hereby agrees to maintain insurance to the amount of \$1000 on said property, as provided in the by-laws of said Association.

In Witness Whereof, The said party of the first part hath hereunto set his hand and seal the day and year above written.

A. A. B. Cavaness [L. S.]

[L. S.]

[L. S.]

[L. S.]

State of Kansas Douglas County, ss.

On this 8th day of September A. D. 1892 before me, C. E. Dallas, Notary Public in and for said County, personally came A. A. B. Cavaness, an unmarried man,

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.

My commission expires Dec 16 1894

C. E. Dallas Notary Public

Recorded Sept 9 A. D. 1892, at 3⁴⁰ o'clock P. M.

James Brooks Register of Deeds

(THE FOLLOWING IS INDEXED ON THE ORIGINAL INSTRUMENT.)
In consideration of full payment of the within mortgage, the KANSAS NATIONAL BUILDING AND LOAN ASSOCIATION is hereby released from its obligation to the said party of the first part, and its Board of Directors, the