

**This Indenture**, Made this 8<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and ninety five between

Richard Nagstaff, a widower  
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 party of the first part, in consideration of the sum of Six Hundred DOLLARS, to him duly paid, has sold, and by these presents do he 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:  
Lot No One Hundred Twenty Six (126) on Ohio Street in the City of Lawrence and Lot No Five (5) Moreland Place, according to the recorded plat thereof, subject to mortgages to the party of the second part aggregating \$3500.

with the appurtenances and all the estate, title and interest of the party of the first part therein; and the said party of the first part do he 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 \$600 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 \$600, 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: \$600, 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 \$3500 on said property, as provided in the by-laws of said Association.

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

Richard Nagstaff [L. S.]

[L. S.]

[L. S.]

[L. S.]

**State of Kansas** Douglas **County, ss.**

On this 8<sup>th</sup> day of June A. D. 1895 before me,

personally came Richard Nagstaff, a widower

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 December 1 1896

Louis F. Telig  
Notary Public.

Recorded June 8 A. D. 1895, at 3<sup>30</sup> o'clock P. M.

James Brooks  
Register of Deeds.

In consideration of full payment of the entire mortgage, the above described premises and loan (No. 126) are hereby released and the same are returned to the mortgagor, this 31<sup>st</sup> day of March, 1895.  
 J. S. Smith, Secy.  
 Recorded April 2nd 1895. With mortgage of \$3500.  
 (Our Seal)