

**This Indenture**, Made this 9<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and ninty five between A. L. Selig and Mary F. Selig, his wife 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 the part us of the first part, in consideration of the sum of One Thousand

DOLLARS, to them duly paid, ha ve 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: Lot No. One hundred and sixty nine (169) and the North (1/2) half of lot No. One hundred and twenty one (171) on Connecticut street in the city of Lawrence.

with the appurtenances and all the estate, title and interest of the part us 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 s 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 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 \$1000.00 as therein provided: and upon the prompt performance of all said conditions of said bond by the part us 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 \$1000.00, 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, appraisalment 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: \$1000.00, 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 us making such sale, on demand, to the said parties of the first part heirs and assigns.

The part us of the first part hereby agree — to maintain insurance to the amount of \$1000.00 on said property, as provided in the by-laws of said Association.

**In Witness Whereof**, The said part us of the first part ha ve hereunto set their hand s and seal s the day and year above written.

A. L. Selig [L. S.]  
Mary F. Selig [L. S.]  
[L. S.]  
[L. S.]

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

On this 9<sup>th</sup> day of December A. D. 1895 before me, a Notary Public in and for said County, personally came A. L. Selig and Mary F. Selig husband and 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.

Louis F. Selig Notary Public.

My commission expires December - 1 - 1896

Recorded- December - 11 - A. D. 1895, at 11<sup>55</sup> o'clock A. M.

James Brooks  
Register of Deeds.

Recorded January 11<sup>th</sup> 1896  
J. H. Brooks  
Notary Public  
In consideration of the sum of \$1000.00 the within parties to the above described and acknowledged conveyance have agreed to be bound by the terms hereof and to pay the same to the Board of Directors of the Kansas National Building and Loan Association on or before the 1<sup>st</sup> day of January 1897.