288 **Chis Indenture**, Made this 10th day of June in the year of our Lord one thousand eight hundred and ninety Eight between E.E. Staddis and Mary C. Suddis his wife of the Stown of Baldwin County of Nauglas 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 des_ of the first part, in consideration of the sum of_ Jour Hundred ____ DOLLARS, to them duly paid, ha Ut 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: Lots Nos, Slown (7) and Eight (8) on Six the Street in Baldwin according to the filed plat there of also Sol no. Nine (9) on said six the Street in Baldwin, bring the honestead of said first parties with the appurtenances and all the estate, title and interest of the part iles of the first part therein; and the said Parties of the first part____ do ___ hereby covenant and agree that at the delivery hereof they all the lawful owners 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 \$ 1400_ as therein provided; and upon the prompt performance of all said conditions of said bond by the part______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 $\frac{H-0}{D}$, 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; $\$ - \frac{H-O}{2} = 0$, 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 y_making such sale, on demand, to the said_ <u>Butties of the first part their</u> heirs and assigns. _of the first part hereby agree _____to maintain insurance to the amount of \$ 500____on said property, The part as provided in the by-laws of said Association. In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the 6.6. Jaddis day and year above written. Mary C. Saddis [1. 8.] _[L. S.] State of Bansas Douglas On this _____ day of anuary 7" 159 personally came E. E. Gaddio and Mary C. Saddio husband and wife to me personally known to be the identical person 3_described in, and who executed the foregoing conveyance as grantor and duly acknowledged the execution of the same. In Testimony whereof, I have never my official seal, on the day and year last above written. (6. Kidder Sutar In Testimony whereof, I have hereunto subscribed my name and affixed My commission expires July 9" 1895-Notary Public. Recorded JUNNS_14-"____A. D. 1898, at 11_o'clock arM.-MA Joc mail Register of Decise