

This Indenture, Made this Fifteenth day of January in the year of our Lord one thousand eight hundred and ninety six between Basil Staggars unmarried

of Lawrence in the County of Douglas and State of Kansas of the first part, and W. E. Spalding of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of Seventy (70) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha he sold and by these presents do he grant, bargain, sell and mortgage to the said part of of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lot number Eighty two (82) on New Jersey street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Basil Staggars 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

This grant is intended as a Mortgage to secure the payment of the sum of Seventy (70) dollars

According to the terms of one certain promissory note this day executed and delivered by the said Basil Staggars to the said part of of the second part: payable at Lawrence, Kansas, with interest thereon

And this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part of of the second part his executors, administrators and 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 part of of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said Basil Staggars his heirs and assigns.

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

Signed and delivered in presence of

R. E. Melvin (SEAL)
(SEAL)
(SEAL)
(SEAL)

By James Brooks Register of Deeds
STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 15 day of January, A. D. 1896, before me, James Brooks, a Notary Public in and for said County and State, came Basil Staggars

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires November 11-1897
Recorded January 15 A. D. 1896 at 11 o'clock P. M.

James Brooks Notary Public.
James Brooks Register of Deeds.

The following is indorsed on the Original Instrument
June 19, 1896
Received of Basil Staggars the within named mortgage the sum of Seventy Dollars, in full satisfaction of the within mortgage
W. E. Spalding
Recorded June 19, 1896