

This Indenture, Made this 19 day of June 1896 between Basil Stagers unmarried of Douglas County, in the State of Kansas of the first part, and W. E. Spalding of Douglas County, in the State of Kansas of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of One hundred twenty five Dollars, to him in hand paid by the said party of the second part before the delivery of these presents the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto the said party of the second part his heirs and assigns forever, all the following described real estate, lying and situate in the County of Douglas and State of Kansas, to wit: Lot number Eighty two (82) on New Jersey Street in the City of Lawrence.

To Have and to Hold the same, together with all and singular, the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining unto the said party of the second part, his heirs and assigns forever.

Provided Always, and these presents are upon this express condition, that whereas the said Basil Stagers has this day executed and delivered one certain promissory note in writing, to said party of the second part, of which the following is a true copy.

#17500

Lawrence KS June 19-96

Twelve months after date I promise to pay to the order of W. E. Spalding, One hundred and Twenty five dollars⁰⁰ with interest at the rate of ten (10%) from date payable semi annually at Lawrence KS.

Basil Stagers

Now if said party of the first part shall pay, or cause to be paid, to said party of the second part his heirs or assigns, the said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same; and pay all taxes and assessments of every nature, which are or may be assessed and levied against said premises, or any part thereof, then these presents shall wholly be discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments aforesaid are not paid when the same are by law made due and payable, then and upon default of these provisions and covenants, or any or either of them, the whole of said sum or sums, and interest thereon, shall and by these presents does become due and payable, and said party of the second part shall be entitled to the possession of said premises. And all and every sum and sums herein made payable by said party of the first part, remaining unpaid, shall be included

This following is a true and correct copy of the original indenture as presented to me for recording. In consideration of full payment of the within mortgage hereby released the same this 18 day of June 1897 W. E. Spalding

Recorded June 18, 1897 Fred Books

Deeds Register Books