

This instrument made this 18th day of March in the year of our Lord one thousand eight hundred and eighty one between W. J. Cummings of Belvoir in the County of Douglas and State of Kansas of the first part and Josephine E Brockway of Boston Massachusetts of the second part.

This Indenture Made this 18th day of March in the year of our Lord one thousand eight hundred and eighty one between W. J. Cummings of Belvoir in the County of Douglas and State of Kansas of the first part and Josephine E Brockway of Boston Massachusetts of the second part.

Witnesseth That the said party of the first part in consideration of the sum of Twelve-Hundred Dollars to him duly paid the receipt of which is hereby acknowledged has sold and by these presents does grant bargain sell and mortgage to the said party of the second part her 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: Spotto East quarter of Section Thirteen (13) Township Thirteen (13) Range Seventeen (17) as per Government survey with the appurtenances and all the estate title and interest of the said party of the first part therein.

And the said W. J. Cummings does 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 Twelve Thousand Dollars (a portion of the purchase money for said premises payable \$400. in one year \$400. in two years and \$400. in three years with interest payable annually at rate of seven per cent per annum according to the terms of three certain promissory notes this day executed and delivered by the said W. J. Cummings to the said party of the second part and this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof or interest thereon or the taxes or of the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second part his executors administrators and assigns at any time hereafter 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 her executors administrators or assigns and out of all the moneys arising from

The following is enclosed on original instrument
The debt secured by the written mortgage having been fully paid I hereby
direct the discharge of the same off record
David C Adams

Received in my office 1882 at 2 o'clock P.M.