

This Indenture made this 25th day of October A.D. 1851 between George Bowers of Douglas County in the State of Kansas of the first part and William J. Cummings of Douglas County in the State of Kansas of the second part.

Witnesseth that said party of the first part in consideration of the sum of One hundred and fifty and ^{no} Dollars the receipt of which is hereby acknowledged does by these presents grant bargain sell and convey unto said party of the second part his heirs and assigns all the following described real estate situated in the County of Douglas and State of Kansas to wit: The North East Quarter of the South East Quarter of Section Twelve (12) Town Thirteen (13) Range Seventeen (17). To have and to hold the same together with all and singular the tenements hereditaments and appurtenances therunto belonging or in any wise appertaining unto said party of the second part unto said party of the second part his heirs and assigns forever: Provided Always; and these presents and upon this express condition that whereas said George Bowers has this day executed and delivered two certain promissory notes in writing to said party of the second part of which the following are copies:

October 25th 1851.

For value received on or before one year from date I promise to pay William J. Cummings or order Seven hundred dollars with interest at 10 per cent per annum from date. Signed

Witness:

L. H. Colson

George Bowers
mark

October 25th 1851.

For value received on or before two years from date I promise to pay William J. Cummings or order Seven hundred dollars at 10 per cent interest per annum from date.

George Bowers
mark

Witness L. H. Colson.

The above notes being for the balance of the purchase money for the land above named.

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 said sum of money in the above described notes mentioned together with the interest thereon according to the terms and tenor of the same then these presents shall be wholly 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 of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable then the whole of said sum and sums and interest thereon shall and by these presents become due and

The following is indented in the original instrument.
Whereas all them by these presents that William J. Cummings of Douglas County in the State of Kansas the within named mortgagee in consideration of the sum of One hundred and fifty and no Dollars to him in hand paid the receipt whereof is hereby acknowledged do hereby sell bargain transfer assign and convey unto said party of the second part his heirs and assigns the within described real estate situated in the County of Douglas and State of Kansas to wit: The North East Quarter of the South East Quarter of Section Twelve (12) Town Thirteen (13) Range Seventeen (17). To have and to hold the same together with all and singular the tenements hereditaments and appurtenances therunto belonging or in any wise appertaining unto said party of the second part unto said party of the second part his heirs and assigns forever: Provided Always; and these presents and upon this express condition that whereas said George Bowers has this day executed and delivered two certain promissory notes in writing to said party of the second part of which the following are copies: