

## MORTGAGE RECORD

J. T. Foley, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this 31 day of May in the year of our Lord one thousand eight hundred and eighty Ninety between Lucy Ann Cunningham and A. W. Cunningham her husband of Media in the County of Douglas and State of Kansas of the first part, and L. A. Van Arman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Sixty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party 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: Beginning at a stake at the S. E. corner of Susan M. Drake Lot on College Street, Media County of Douglas State of Kansas situated in the N. W. quarter of the N. W. quarter of Section Four (4) Township 15 Range 20 Thence North One hundred and thirty (130) feet Thence East One hundred and sixty four feet (164) Thence South West to College Street Thence West thirty feet (30) to place of Beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lucy Ann Cunningham and A. W. Cunningham do hereby covenant and agree that at the delivery hereof they 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

This grant is intended as a Mortgage to secure the payment of the sum of

Sixty Dollars according to the terms of a certain Promissory Note this day executed and delivered by the said Lucy Ann Cunningham and husband to the said party of the second part:

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 party 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 party 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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Lucy Ann Cunningham and husband heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

James M. Drake  
Robt W. Taylor

Lucy Ann Cunningham (SEAL.)  
A. W. Cunningham (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 31 day of May, A. D. 1892, before me, W. H. Foster, a Notary Public in and for said County and State, came Lucy Ann Cunningham and A. W. Cunningham her husband to me personally known to be the same persons 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 March 15 1894.

W. H. Foster

Notary Public.

Recorded June 9 A. D. 1892, at 8 o'clock A. M.

James Brooks

Reg. U.S. of Deeds.

See Book 22 Page 557 for release.