

This Indenture, Made this seventh day of May in the year of our Lord one thousand eight hundred and Eighty Nine between Charles F. Cunningham and Ann Cunningham his wife of Clinton in the County of Douglas, and State of Kansas, of the first part, and Henry A. Cummings of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred forty five & $\frac{6}{100}$ Dollars, to them 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, 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: Lots No. Seven (7) Eight (8) and Nine (9) in Block No. Thirty six (36) in the town of Clinton, Douglas County, Kansas, with the appurtenances, and all the estate, title and interest of the said party of the first part therein.

And the said Charles F. Cunningham and Ann Cunningham his wife does hereby covenant and agree that at the delivery hereof they are 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 One hundred forty five & $\frac{6}{100}$ Dollars, according to the terms of a certain Promissory note this day executed by the said Charles F. Cunningham and Ann Cunningham his wife to the said party of the second part: Due May 7th 1890 with interest at the rate of 5 per cent per annum from date.

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 if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole shall be due and payable, and it shall be lawful for 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 money arising from such sale, to retain the amount then due for principal and interest, and also for statutory damages in case of protest, together with the costs and charges of making such sale, and reasonable attorney's fee for foreclosure of this mortgage, the said fee to be due and payable on filing petition for foreclosure, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said their heirs and assigns.

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

C. F. Cunningham
Ann F. Cunningham



By consideration of full payment of the within mortgage
Shereby release the above for 8th day of June 1893

Recorded June 10th 1893

Ann F. Cunningham

County of Douglas