

This Indenture, Made this first day of September in the year of our Lord one thousand eight hundred and Ninety one between Leonard Lee and Rosalce of Clinton in the County of Douglas and State of Kansas of the first part, and H. A. Cummings of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Forty five Hundred 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: The South West quarter of Section number four (4) Township number thirteen (13) South of Range number eight (8) East except a certain piece of land in the North West corner of said South West quarter deeded to Christian G. Kuhle East of the Sixth P.M. and containing One hundred and Fifty three (153) acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Leonard Lee and Rosalce do 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 Forty five Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Leonard Lee and Rosalce to the said party of the second part: Dated the 1st day of September 1891 due in eight years from the date thereof with interest thereon at the rate of 7% per annum

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 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 Leonard Lee and Rosalce their heirs and assigns.

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

Signed and delivered in presence of

Leonard Lee (SEAL)
Rosalce (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9th day of November, A. D. 1891, before me J. R. Bingle, a Notary Public in and for said County and State, came Leonard Lee and Rosalce his wife 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 Nov. 17th 1894 J. R. Bingle Notary Public.
Recorded Nov 9 A. D. 1891, at 4 o'clock P. M.

James Brooks Register of Deeds

The following was endorsed on the original instrument
Record of Leonard Lee the within named Mortgagor.
The sum of Forty five Hundred and no Dollars
in full satisfaction of the within Mortgage
Executed by the estate of H. A. Cummings, deceased
Recorded Nov. 26 1898
J. R. Bingleman
Register of Deeds
Nov 10 1891
J. R. Bingle