

JOURNAL OF LAWRENCE GAS.

This Indenture, Made this 8<sup>th</sup> day of December in the year of our  
Lord one thousand eight hundred and ninety two, between  
Henry A. Cummings and Emma N. Cummings, his wife.  
of \_\_\_\_\_ in the County of Douglas and State of Kansas  
of the first part, and M. C. Beardley, of Auburn, New York,  
of the second part,

parties of the first part

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, and that they will warrant and defend the same in the quiet and peaceable possession of said second party his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of \$1,000 and 100 Dollars.

Seven thousand Dollars

according to the terms of one certain mortgage note this day executed and delivered by the  
said parties of the first part to the said party of the second part:  
due in five years from date, with interest from date to maturity or default, as evidenced  
by coupons attached to said note, and interest after maturity or default until fully paid.  
at the rate of ten percent 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 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 parties of the first part, their heirs and assigns.

In Witness Whereof, The said par<sup>t</sup>ies of the first part, have hereunto set their hands and seals the day and year first written above.

*written, or read, delivered, in presence of*

Henry J. Cummings (SEAL.)  
Emma N. Cummings (SEAL.)  
..... (SEAL.)  
..... (SEAL.)

STATE OF KANSAS, {  
County of Douglas } ss.

*Be it Remembered*, That on this 17 day of December, A. D. 1892, before

S. A. Negley, Notary Public in and for said County  
State, came Henry A. Cummings and Emma A. Cummings, his wife

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 first above written.

and year last above written.  
My commission expires April 21, 1895. J. A. Night  
A. D. 1899, at 10 o'clock A. M.