

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this fourth day of October in the year of our Lord one thousand eight hundred and ninetytwo, between Henry A. Cummings and Emma N. Cummings, Charles E. Woodward and Alice Woodward of Clinton in the County of Douglas and State of Kansas, of the first part, and M. J. March of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two thousand four 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 North West Quarter of Section No. Fourteen (14) and the North half of the South West Quarter of said Section No. Fourteen (14) in Township No. Thirteen (13) of Range No. Seventeen (17) East of the 6th P.M. containing two hundred and forty acres of land 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 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 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 Two thousand four hundred dollars, according to the terms of two certain notes and coupons this day executed and delivered by the said parties of the first part to the said party of the second part as follows: One note for twelve hundred dollars and interest at Eight percent per annum payable semi-annually made by said Henry A. Cummings & Emma N. Cummings; and one note for twelve hundred dollars with interest above stated, made by said Charles E. Woodward and Alice Woodward, both due in five years after date. Privilege being reserved of paying one hundred dollars or any multiple thereof at any time before or after due date, and this conveyance shall be void if such payments be made before the date 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 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

Henry A. Cummings (SEAL.)
Emma N. Cummings (SEAL.)
C. E. Woodward (SEAL.)
Alice Woodward (SEAL.)

STATE OF KANSAS, ss.
County of Douglas

Recorded April 11 1896
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Be it Remembered, That on this Fourth day of October, A. D. 1896, before me Joseph E. Riggs a Notary Public in and for said County and State, came Henry A. Cummings and Emma N. Cummings his wife and Charles E. Woodward & Alice Woodward 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 last above written.
My commission expires March 2 1896.
Recorded Jan 6 A. D. 1893, at 3 o'clock P. M.

Joseph E. Riggs Notary Public
Jamie Brooks Register of Deeds

* To assignee see Book 31 Page 95