

**This Indenture**, Made this 22 day of May in the year of our Lord one thousand eight hundred and ninety three between Henry A. Cummings and his wife N. Emma Cummings of Douglas in the County of Douglas and State of Kansas of the first part, and Charles J. Travelli, Executor of the Estate of Mary C. Spwin, Deceased of the second part,

**Witnesseth**, That the said part of the first part in consideration of the sum of Ten Thousand 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 successors 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 nine in Township number Thirteen of Range number Eighteen East of the 6th P.M. Kansas and also the South East quarter of Section number nine in Township number Thirteen of Range number Eighteen East of the 6th P.M. Kansas and containing three hundred and twenty acres according to the United States Government Survey The parties of the first part reserve the right to pay five hundred dollars or any multiple thereof of the principal of this Mortgage at any interest payment 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 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 Ten Thousand Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Henry A. Cummings and N. Emma Cummings to the said party of the second part: Payable in five years from date at the Office of James Spwin & Co. No 43 Sixth and Pittsburg Pa. with interest at the rate of 6% per cent per annum payable semi-annually on the 22nd days of May and November of each year 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 successors 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 successors 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 Henry A. Cummings and N. Emma Cummings heirs and assigns.

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

Signed and delivered in presence of

Henry A. Cummings (SEAL.)

N. Emma Cummings (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 6 day of July, A. D. 1893, before me James Brooks, a Notary Public in and for said County and State, came Henry A. Cummings and his wife N. Emma Cummings 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 Sept 6 1893

Recorded July 6 A. D. 1893, at 2 o'clock P.M.

Notary Public.

Register of Deeds.