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RACIAL MATTERS  
The Journal is committed to the principle of racial equality and to the elimination of racial discrimination. It is opposed to all forms of racial prejudice and to all measures which would result in racial segregation or discrimination. It believes that the best interests of the race require the full participation of all groups in the life of the community.

This Indenture, Made this Ninth day of March in the year of our Lord one thousand eight hundred and ninety six between Lester B. Cunningham and Gertrude M. Cunningham his wife of Leompton in the County of Douglas and State of Kansas of the first part, and Myrtle Everingham of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eighteen Hundred (1800) 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 her 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: Beginning at the North East corner of the South West quarter of Section Thirty four (34) Township Eleven (11) Range Eighteen (18) running thence West One hundred thirteen (113) Rods thence South Fifty one (51) Rods; thence West to Coon Creek; thence along said Coon Creek first in a southerly, & then in a northerly direction to a point distant fifty one (51) Rods South of the North line of said quarter section; thence East Ninety eight (98) Rods to the East line of said quarter section; thence North Fifty one (51) Rods to the place of beginning; Also all that portion of the North West quarter of said Section Thirty four (34) Township Eleven (11) Range Eighteen (18) lying East of the Center of Coon Creek, containing in all 100 acres, more or less, excepting the right of way for the Atchafalaya and Santa Fe Railway Company with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Leslie B. Cunningham and Loretta M. Cunningham 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 Eighteen Hundred (1800) Dollars according to the terms of their one certain promissory note or bond this day executed and delivered by the said parties of the first part to the said party of the second part: payable five years after date, with interest at 8 per cent. per annum, payable annually, both principal and interest to bear interest at 10 per cent. per annum if not paid when due.

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 the 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 the executors, administrators or assigns; and out of the all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Leiter B Cunningham his heirs and assigns.

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

*Signed and delivered in presence of*

Lester B. Cunningham (SEAL.)  
 Gertrude M. Cunningham (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, }  
County of Nabawsee } ss.

Be it Remembered, That on this 27 day of March, A. D. 1896, before me,  
J. N. Dally, a Notary Public in and for said County and  
State, came Leeter B. Cunningham and Gertrude M. Cunningham  
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 Feb 9 1898  
Recorded April 7 A. D. 1896 at 10<sup>5</sup> o'clock AM J. N. Dalley  
Notary Public.

Recorded April 14 1900  
 L. H. Johnson  
 Register of Deeds  
 By Wm. R. Johnson  
 Deputy

Alfred:  
 John Edwards

The following endorsed on the original indictment:  
 It is not known whether having been paid in full, the mortgage is hereby released, and the lien thereby  
 created discharged. As interesting fact, this day of April A. D. 1900  
 D. H. W. Williams