

**This Indenture**, Made this 28<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety six between Bridget Cummings & Patrick Cummings, her husband of Decatur Mo in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part.

**Witnesseth**, That the said parties of the first part in consideration of the sum of Three Hundred & forty 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 (1/4) of Section Twelve (12), in Township Twelve (12) South of Range Eighteen (18) East of 6<sup>th</sup> P.M.

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 owner & 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 Three hundred & forty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable two years after to order of party of second part at the Merchants Natl Bank, Lawrence, Kansas with interest at 8% from date payable semi annually 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 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 Parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of Jennie Watt Bridget Cummings (SEAL.)  
Having first been explained to said Bridget Cummings who Patrick Cummings (SEAL.)  
said she understood the same & made her mark here in my (SEAL.)  
presence (SEAL.)  
**STATE OF KANSAS,** } ss.  
 County of Douglas

**Be it Remembered**, That on this 28<sup>th</sup> day of Sept, A. D. 1896, before me, Jennie Watt, a Notary Public in and for said County and State, came Bridget Cummings & Patrick Cummings, her husband to me personally known to be the same person & 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 30<sup>th</sup> Mch-1900 Jennie Watt Notary Public.  
 Recorded Sept 29 A. D. 1896, at 11<sup>55</sup> o'clock P. M.

James Brooks  
 Register of Deeds.

The note herein described having been paid in full  
 this mortgage recorded on the 10<sup>th</sup> of March 1897  
 of Book 24 of Mortgages, and the lien there created  
 is released and discharged of record at  
Sept 29 1896  
Hugh Blair - Mortgage

Recorded Sept 26 1896  
Floyd L. Lawrence  
 Register of Deeds.  
Geo. W. Hight

