

This Indenture, Made this 11 day of November in the year of our Lord one thousand eight hundred and ninety Eight between Bridget Cummings & Patrick Cummings her husband of Leecompton Township in the County of Douglas and State of Kansas of the first part, and J. P. Asher of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Six Hundred and Forty-five 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 part of 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 (44) of Section Emlov (12) in Township Emlov (12) South of Range Eighteen (18) East of Sixth P.M.

with all the appurtenances, and all the estate, title and interest of the said part is 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 s 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 Six Hundred and forty-five Dollars according to the terms of one certain Real Estate Mortgage note this day executed and delivered by the said Parties of the first part to the said part of of the second part: Payable Three years after date with interest thereon according to the terms of said note and coupons thereto attached

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 part of 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, appraisalment hereby waived or not at the option of the part of the second part 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 part of making such sale on demand to the said Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Jimmie Matt
Having first been explained to said Bridget Cummings who said she understood the same, made her mark here to in my presence

Bridget Cummings (SEAL.)
Pat Cummings (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 11 day of November, A. D. 1898, before me, Hugh Blair, a Notary Public in and for said county and State, came Bridget Cummings & Patrick Cummings her husband and me personally known to be the same person s, 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 28 Dec 1901 Hugh Blair Notary Public.

Recorded November 14 A. D. 1898, at 11 o'clock 9 M.

G. P. Howard
Register of Deeds.

(Five following is endorsed on the original instrument)
This is a certain deed which having been paid in full, this mortgage is hereby released and the same is hereby released and charged. As witness my hand this 11 day of November, A. D. 1898

Walter Hugh Blair

Recorded May 3, 1901
of Lloyd L. Lawrence
Register of Deeds