

This Indenture, Made this Eighteenth day of November in the year of our Lord one thousand eight hundred and ninety Eight between Patrick Cummings and Bridget Cummings his wife of Lecompton in the County of Douglas and State of Kansas of the first part, and M. M. Shaw of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine Hundred and Fifty 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: The West one hundred and Twenty (20) acres of the South West quarter of Section Number fifteen (15) in Township Number Twelve (12) Range Eighteen (18) in said County and State

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Patrick Cummings and Bridget Cummings 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 Nine Hundred and Fifty Dollars according to the terms of One certain Mortgage Note 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 in meantime according to coupons thereto attached. Privilege reserved to pay \$100. or any multiple thereof on acct principal money on and after 3 years 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 her 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 her 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 hands and seal the day and year first above written.

Signed and delivered in presence of  
Jennie Watt

Having first been read over and explained to said Bridget Cummings who said she understood the same and made her mark hereto in my presence.

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 18 day of Nov, A. D. 1898, before me, Jennie Watt a Notary Public in and for said county and State, came Patrick Cummings & Bridget Cummings 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 30 March 1900 Jennie Watt Notary Public.  
Recorded November 18 A. D. 1898, at 5 o'clock P. M.

G. H. Foxman  
Register of Deeds.

The following is endorsed on original instrument  
#984.54 Lawrence, Mo. Nov 25 1903, Recd of Patrick Cummings  
and Bridget Cummings the within named mortgage the sum of Nine Hundred  
and eighty four and fifty Dollars in full satisfaction of the within mortgage.  
M. M. Shaw

Recorded Nov. 30 A.D. 1903  
Atty. General  
Register of Deeds  
By J. C. Bowman  
Deputy

