

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 4 day of April in the year of our Lord one thousand eight hundred and ninety nineteen between Lester B. Cunningham and Gertrude M. Cunningham, husband and wife of Decatur in the County of Douglas and State of Kansas of the first part, and H. S. Patrick of the second part,

Witnesseth, That the said part ix of the first part in consideration of the sum of Two 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 part ix 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: All that portion of north west quarter of sec (34) thirty four Township eleven (11) Range eighteen (18) lying east of the center of Com Creek except the right of way of the U. S. & F. Railway Co., through same, also beginning at the northeast corner of the southwest quarter of section thirty four (34) said Township eleven (11) Range eighteen (18) and running south fifty and (50) rods; thence west forty seven rods; thence south two hundred and eighty and (80) feet; thence east three hundred and one and (1) feet (313) feet to center of Com Creek; thence up the center of said Com Creek westerly and thence north westerly direction to a point distant fifty and (50) rods south of the north line of said quarter section and ninety eight (98) rods west of the east line of said south west quarter of said section thirty four (34) Township eleven (11) Range eighteen (18) and thence east ninety eight (98) rods to the east line of said quarter section distant fifty and (50) rods south of the place of beginning; thence north fifty and (50) rods to the place of beginning with all the appurtenances, and all the estate, title and interest of the said part ix of the first part therein. And the said

Lester B. Cunningham do hereby covenant and agree that at the delivery hereof he is 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 Two Thousand Dollars

according to the terms of one certain promissory note this day executed and delivered by the said Lester B. Cunningham and Gertrude M. Cunningham to the said part ix of the second part: Five years after date with interest payable semi annually at the rate of six per cent per annum according to ten interest coupons attached to said note all payable at the Lawrence Natl. Bank of Lawrence Kansas 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 ix 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 part ix 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part ix making such sale on demand to the said Lester B. Cunningham his heirs and assigns.

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

Sealed
Signed and delivered in presence of
Lester B. Cunningham (SEAL.)
Gertrude M. Cunningham (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Pratt } SS.

Be it Remembered, That on this 9 day of April, A. D. 1890, before me, C. C. De Hart, a Notary Public in and for said county and State, came Lester B. Cunningham and Gertrude M. Cunningham to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.



Not. Stamp 50c

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 Dec. 9 1901 C. C. De Hart Notary Public.
Recorded April 11 A. D. 1890, at 10 o'clock A.M.

W. A. Doxman
Register of Deeds.

the following is endorsed on the original instrument
Recorded July 10-1901
W. A. Doxman
Register of Deeds
My title B. Doxman
Deputy
My title this is day of July A. D. 1901
H. S. Patrick
the note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witnesses