

This Indenture, Made this Thirtieth day of March in the year of our Lord one thousand eight hundred and ninety one between Emma N. Cummings, a widow, of Douglas in the County of Douglas and State of Kansas of the first part, and William T. Sinclair, of the same place, of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of Thirty-five hundred DOLLARS, to her 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 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 north west quarter of Section No. fifteen (15) and the north east quarter of Section No. sixteen (16), all in Township No. thirteen (13), South, of Range No. Eighteen (18), East of the 6th P.M., the said party of the first part hereby agreeing that she will maintain insurance to the amount of \$1100. on the buildings now on or to be erected on or to be erected on said premises during the existence of this mortgage for the benefit of the party of the second part, his heirs or assigns with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Emma N. Cummings do hereby covenant and agree that at the delivery hereof she 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 and that she will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Thirty-five hundred dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said party of the first part to the said part of of the second part: Due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten percent per annum until fully paid in cash or by Sheriff's Deed 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, appraisement hereby waived or not at the option of the part of 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 party of the first part, her, heirs and assigns.

In Witness Whereof, The said part of of the first part, ha her hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

U.S. Res. Stamp \$1.25
affixed and canceled
STATE OF KANSAS,
County of Douglas County } SS.

Emma N. Cummings (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

Be it Remembered, That on this 13 day of March, A. D. 1891, before me, a Notary Public in and for said county and State, came Emma N. Cummings, a widow,

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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires Nov. 29 1901
Recorded Nov. 27 A. D. 1891, at 11 o'clock A. M.

Joseph C. Riggs
Notary Public,
H. Doxmaad
Register of Deeds.

(Assigned Sect Book 35 Page 529)
(For Release Sect Book 48 Page 387)