

This Indenture made this first day of August in the year of our Lord one thousand nine hundred and one by and between Emma N. Cummings of the County of Douglas and State of Kansas, party of the first part, and Chester Woodward party of the second part. Witnesseth, that the said party of the first part, for and in consideration of the sum of Four Thousand Dollars to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto said party of the second part, and to his heirs and assigns, forever, all of the following described tract, pieces or parcels of land, lying and situate in County of Douglas and State of Kansas, to wit: The south half of section nine (9) in township Thirteen (13) Range eighteen (18) containing 320 acres. To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part does 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 party of the second part his heirs and assigns, forever, against the lawful claims of all persons whomsoever. Provided, always, And this instrument is made, executed and delivered upon the following conditions, to wit, First. Said Emma N. Cummings is justly indebted unto the said party of the second part in the principal sum of Four Thousand Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said Emma N. Cummings and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, executed and delivered by the said Emma N. Cummings bearing date August 1<sup>st</sup> 1901, payable to the order of the said Chester Woodward, five years after date, at Chemical National Bank of New York City with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the first days of February and August in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by duly coupons attached to said principal note, and of even date therewith, and payable to the order of said Chester Woodward of Chemical National Bank of New York City. Second. Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage may without notice declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessment

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