

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 4th day of April in the year of our Lord, one thousand Nineteen hundred and 1901, between Lester B. Cunningham and Gertrude M. Cunningham husband and wife of Douglas 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 parties of the first part, in consideration of the sum of One hundred 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 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 the north west quarter of section thirty four (34) township eleven (11) Range eight (8) lying east of the center of Cow Creek, except the right of way of the A. T. & S. F. Railway Co through same. Also Beginning at the north east corner of the south west quarter of section thirty four (34) said township and Range, thence west one hundred thirty (13) rods; thence south fifty one (51) rods; thence west forty seven (47) rods; thence south two hundred eighty (28) feet; thence east three hundred thirty one and one seventh (331 1/7) feet to the center of Cow Creek; thence up the center of said Cow Creek first in a southerly and then in a northeasterly direction to a point distant fifty one (51) rods south of the north line of said quarter section and ninety eight (98) rods west of the east line of said north west quarter of said section thirty four (34) township and Range aforesaid; thence east ninety eight (98) rods to the east line of said quarter section distant fifty one (51) rods south of the place of beginning; thence north fifty one (51) rods to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties 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 except a prior mortgage to said H. S. Patrick for \$2000.

This Grant is intended as a Mortgage to secure the payment of the sum of

One hundred dollars according to the terms of ten certain promissory notes this day executed and delivered by the said Lester B. Cunningham and Gertrude M. Cunningham to the said party of the second part each note for \$100 on the 4th days of October and April following until paid with interest after maturity at ten per cent per annum.

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 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; 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 of making such sales, and the overplus, if any there be, shall be paid by the party of the first part making such sale, on demand, to the said Lester B. Cunningham, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Lester B. Cunningham (SEAL)
Gertrude M. Cunningham (SEAL)

STATE OF KANSAS,
County of Pratt COUNTY ss.

BE IT REMEMBERED, That on this 9 day of April A. D. 1900, before me O. 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.

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 O. C. De Hart Notary Public

Filed for Record the 22 day of May A. D. 1901, at 4¹⁵ o'clock P. M.
H. S. Foxman Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the land thereby created is discharged. H. S. Patrick - July 4, 1901 - A.D. 1901

Recorded July 10 - 1901
By Richard B. Schuman Deputy

This mortgage is in duplicate and the original instrument is not shown. Having been paid in full, this mortgage is hereby released and the land thereby created is discharged.

Recorded March 24th A.D. 1903