

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form, Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 24<sup>th</sup> day of November in the year of our Lord, Nineteen  
hundred and three, between Patrick Cummings and Bridget Cummings,  
his wife of the Township of Decatur in the County of  
Douglas and State of Kansas, of the first part, and

J. O. Wether of the second part:  
**Witnesseth,** That the said parties of the first part, in consideration of the sum of  
One 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 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: The West One hundred and twenty four acres of the  
South West quarter (1/4) of Section Fifteen (15) in Township Four (4) of Range  
Eighteen (18) Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
Parties of the First Part do hereby covenant and agree that  
at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and inalienable  
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  
One Thousand Dollars  
according to the terms of One certain Note this day executed  
and delivered by the said Parties of the First Part to the said part of the second part  
Payable five years after date with interest thereon according to the terms  
of said note and coupons thereto attached.

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 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 cost and charges of making such sales, and the surplus, if  
any there be, shall be paid by the part of making such sale, on demand, to 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 seals the day and year first above  
written.

Signed, Sealed and Delivered in Presence of  
Jennie Wall  
Having first been explained to her said Bridget  
Cummings and she understood the same  
and made her mark thereto in my presence.

Patt Cummings [SEAL]  
Bridget Cummings [SEAL]  
[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 24<sup>th</sup> day of Nov A. D. 1903, before me  
Jennie Wall a Notary Public in and for said County and State, came  
Patrick Cummings and Bridget Cummings, his wife

person s who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and  
year last above written.

My Commission Expires 30<sup>th</sup> Nov 1904 Jennie Wall Notary Public.

Filed for Record the 25<sup>th</sup> day of November A. D. 1903, at 11<sup>th</sup> o'clock A.M.  
C. W. Armstrong Register of Deeds.  
By J. B. Lorman Deputy.

The note herein described has been filed for record in the mortgage book of the County of Douglas, A. D. 1902, and the mortgage is hereby released and the lien thereby created discharged. As witness my hand this 24<sup>th</sup> day of November, A. D. 1903.

Recorded May 3, 1911  
J. B. Lorman  
Register of Deeds