

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 14<sup>th</sup> day of June in the year of our Lord, 1905  
hundred and Four, between Budget Cummings & Patrick Cummings, her  
husband, of the Township of Decatur in the County of  
Douglas and State of Kansas, of the first part, and  
C. C. Cudde of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Five 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 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 (1/4) of Section Twelve (12) in Township Twelve (12)  
of Range Eighteen (18) in 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 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  
Five Hundred 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 party of the second part  
Payable two 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 party of the second part her 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 overplus, if  
 any there be, shall be paid by the party of making such sale, on demand, to said Parties of the first part their  
 heirs and assigns.

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

Signed, Sealed and Delivered in Presence of  
James H. Haff  
being first sworn explained and said Budget  
Cummings she said she understood the contents and  
her name thereon in said instrument.

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 14<sup>th</sup> day of June A. D. 1905, before me

A Notary Public in and for said County and State, came  
Budget Cummings and Patrick Cummings, her husband,

persons 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 25<sup>th</sup> Dec. 1905

Hugh Blair Notary Public.

Filed for Record the 15<sup>th</sup> day of June A. D. 1905, at 2<sup>00</sup> o'clock P. M.

W. W. Armstrong Register of Deeds.  
 Deputy.

The following is returned on the original instrument:  
 The note herein described having been paid in full, this mortgage is hereby released and the  
 lien hereby created discharged. As witness my hand this 14<sup>th</sup> day of June A. D. 1905.  
C. C. Cudde

Recorded May 27/1911  
 Floyd L. Lawrence  
 Register of Deeds