

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form Journal, No. 101112, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Eighth day of July in the year of our Lord, 1907 and seventy between Clia E. Cummings (formerly Clia E. Johnson) and James T. Cummings, her husband of the County of Douglas and State of Kansas, of the first part, and Wm. T. Sinclair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Hundred (\$800.) Dollars, to have duly paid, the receipt of which is hereby acknowledged, hat (Sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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:

Commencing on the east side of Indiana Street, a point 50 feet North of the south west corner of Lot No. Ten (10) on Elliott Street, in Block 26, City of Douglas, in the office of the Clerk of the District Court in and for said Douglas County, in said State of Kansas, and thence North 55 feet, thence East 100 feet, thence South 50 feet, thence West 100 feet to the place of beginning.
Said parties of the first part hereby agree to maintain insurance of \$1100. on the buildings now on site to be created or said premises, for the benefit of said second party, his heirs and assigns forever, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Clia E. Cummings & James T. Cummings do hereby covenant and agree that at the delivery hereof they are 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 they will warrant & defend the same unto said second party, his heirs & assigns forever This Grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Dollars.

according to the terms of certain mortgage note this day executed and delivered by the said parties of the first part to the said part y of the second part due in five years from date, with interest from date to maturity evidenced by a promissory note, and interest after maturity or default at the rate of 10% per annum until fully paid in cash or by a promissory note as described properly.

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 y 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 overplus, if any there be, shall be paid by the part y making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part es of the first part ha ereunto set their hand and seal the day and year first above written.
Signed, Sealed and Delivered in Presence of Clia E. Cummings [SEAL.]
James T. Cummings [SEAL.]
[SEAL.]

STATE OF KANSAS, } ss.
County of Douglas }
BE IT REMEMBERED, That on this 8th day of July A. D. 1907, before me the undersigned a Notary Public in and for said County and State, came Clia E. Cummings (formerly Clia E. Johnson) and James T. Cummings, her husband 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 and affixed my official seal on the day and year last above written.
My Commission Expires October 15th 1909. C. G. Hawk Notary Public.

Filed for Record the 9 day of July A. D. 1907, at 20 o'clock P. M.
W. Armstrong Register of Deeds.
By Clia E. Armstrong Deputy.

(For Release See Book 54, Page 91)
Notary Public, S. P. 44, 1907