

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM, GAZETTE CO. PUBLISHERS AND HOUSE BOOK MAKERS, LAWRENCE, KAN.

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of the second part:
consideration of the sum of
DOLLARS,
bargain, sell and mortgage
the County of Douglas,

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good and indefeasible

payment of the sum of

of the second part
per annum

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and the whole amount
strators and assigns, at
all the moneys arising
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[SEAL]
[SEAL]
[SEAL]

1911, before me,
County and State, came
known to be the same
rial seal on the day and

Natary Public.

-M.
Register of Deeds.
Deputy.

This Indenture, Made this Sixth day of September in the year of our Lord Nineteen
hundred and eleven, between
Emma N. Cummings, a widow,
alone and State of Kansas, of the first part, and
George B. Hayes of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
DOLLARS,
to her duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents doth 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:

The North East quarter of Section No. Sixteen (16), the west half
of the North West quarter of section No. Fifteen (15) and the
South East Quarter of Section No. Nine (9), all in Township
No. Fifteen (15) South of Range No. Eighteen (18), East of
6th Principal Meridian, containing Four hundred (400)
acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Emma N. Cummings doth 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 second party, his heirs or assigns
against all lawful claimants. This Grant is intended as a Mortgage to secure the payment of the sum of
Four thousand Dollars
according to the terms of one certain mortgage note this day executed
and delivered by the said Emma N. Cummings to the said party of the second part
due in 5 years from date, with interest from date to maturity as evidenced by
coupon attached thereto, and interest after maturity or default at rate of seven 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 cost and charges of making such sales, and the
overplus, if any there be, shall be paid by the party making such sale, on demand, to said party of the first part, her
heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part do hereunto set her hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of
Emma N. Cummings [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County } ss.
BE IT REMEMBERED, That on this 6th day of September A. D. 1911, before me,
Joseph B. Riggs a Notary Public in and for said County and State, came
Emma N. Cummings, a widow
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 March 30th 1913 Joseph B. Riggs Notary Public.

Filed for Record the 6th day of September A. D. 1911, at 4:45 o'clock P.M.
Cloyd L. Lawrence Register of Deeds.
R. M. M. Donnell Deputy.

This mortgage is acknowledged on the right of settlement.
released and the lien thereby created discharged.
As witness my hand this 3d day of October A. D. 1911
George B. Hayes
Notary Public
Recorded Sept. 30 1911
Geo. C. Wellman
Register of Deeds.