

MORTGAGE RECORD.

For Cassette, Lawrence, Kansas.

This Indenture, Made this 12th day of July In the year of our Lord one thousand nine hundred twelve between Joseph E. Cummings and Mabel E. Cummings, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Arthur J. Hemmick

of the second part:

WITNESSETH, That the said part two of the first part, in consideration of the sum ofFour Thousand & 7/100

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 four 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:

Lot Number Two Hundred Thirty Six (236) on Louisiana Street in the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said Joseph E. Cummings and Mabel E. Cummings, his wife 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 inalienable estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Four Thousand & 7/100 DOLLARS,

according to the terms of one certain promissory note, this day executed by the said Joseph E. Cummings and Mabel E. Cummings, his wife to the said part four of the second part, said note being given for the sum of

Four thousand & 7/100

DOLLARS,

dated July 12th 1912, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$120.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part two of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee, in the sum of Four Thousand & 7/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part two of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part four of the second part, and all sums paid by the part four of the second part for insurance, shall be due and payable or not, at the option of the part four of the second part; and it shall be lawful for the part four of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part four of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part four making such sale, on demand to the said part two of the first part or their heirs and assigns.

IN TESTIMONY WHEREOF, The said part two of the first part have hereunto set their hand and seal, the day and year last above written. Signed, sealed and delivered in presence of

Joseph E. Cummings [SEAL]
Mabel E. Cummings [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 12th day of July A. D. 1912, before me, the undersigned a Notary Public in and for said County and State, came



Joseph E. Cummings and Mabel E. Cummings to me personally known to be the same persons, who executed the foregoing instrument of writing 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 January 26th 1914 E. J. Walker Notary Public.

Filed for Record on the 13 day of July A. D. 1912 at 9 o'clock A. M.

Wags L. Lawrence Register of Deeds.
Deputy.

The following is enclosed on the original: The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 26th day of July A. D. 1912.

Arthur J. Hemmick

Rocky H. Bussel

Recorded June 13, 1917
Essie Northrup
Register of Deeds

Coupon Form

(For Release See Book 54, Page 88)