

Mortgage Record No. 52.

This Indenture, Made this first day of September in the year of our Lord Nineteen hundred fifteen (1915), between Joseph G. Cummings & Mabel E. Cummings his wife of Douglas and State of Kansas, of the first part, and James O. Lourey of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand (1000) 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 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:

Lots One (1) Two (2) Three (3) & the north one half of Lot Four, the north one half of Lot Eleven (11), Lots Twelve (12), Thirteen (13) & Fourteen (14), McCaskey Place, in the City of Lawrence Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph G. Cummings & Mabel E. 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 except one certain mortgage of twenty five hundred (2500) dollars, to which this grant is subject of Junior. This Grant is intended as a Mortgage to secure the payment of the sum of One thousand (1000) Dollars

according to the terms of One certain promissory note this day executed and delivered by the said Joseph G. Cummings & Mabel E. Cummings to the said party of the second part

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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said Joseph G. Cummings & Mabel E. Cummings heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Joseph G. Cummings (SEAL)
Mabel E. Cummings (SEAL)

STATE OF KANSAS,
Douglas County ss.
BE IT REMEMBERED, That on this 1st day of Sept A. D. 1915, before me, Geo. W. Kuhne a Notary Public in and for said County and State, came Joseph G. Cummings & Mabel E. Cummings his wife 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 Jan 25 1918 Geo. W. Kuhne Notary Public.

Filed for Record the 1st day of Sept A. D. 1915, at 4:50 o'clock P.M.
Floyd L. Lawrence Register of Deeds.
Geo. C. Metzel Deputy.

This note is referred to on the original instrument and is hereby created discharged. As witness my hand this 1st day of September A. D. 1915.
W. H. Lawrence

Floyd L. Lawrence
Register of Deeds.
Geo. C. Metzel Deputy.

(For assignment see Book 54, page 92)
Recorded Nov. 11th 1915