

MORTGAGE RECORD-59.

Reg Fee # 37

This Indenture, Made this 26th day of February in the year of our Lord one thousand nine hundred Twenty five between A. B. Cummings and Grace F. Cummings, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Burt C. Jewett of the second part:

Witnesseth, That the said ies of the first part, in consideration of the sum of Eighteen Thousand & No/100 (18,000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he do grant, bargain, sell and mortgage to the said ies 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 west one hundred forty-five (145) acres of the south west quarter (S.W. 1/4) of section eleven (11) Township Thirteen (13) range nineteen (19), Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part do hereby covenant and agree that after the delivery hereof they be lawful owners 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 and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Eighteen Thousand & No/100 (18,000.00) DOLLARS, according to the terms of one certain promissory note this day executed by said

parties of the first part to the said part ies of the second part; said note being given for the sum of Eighteen Thousand & No/100 (18,000.00) DOLLARS, dated February 26, 1925, due and payable in three year S from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of 630.00

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 ies 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 said mortgage, in the sum of Eight Thousand & No/100 (8,000.00) 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 ies 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 interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part ies of the second part, and all sums paid by the part ies of the second part for insurance, shall be due and payable or not, at the option of the part ies of the second part; and it shall be lawful for the part ies 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 ies 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 over-plus, if any there be, shall be paid by the part ies making such sale, on demand, to the said parties of the first part heirs and assigns.

In Testimony Whereof, The said part ies of the first part have hereunto set their hand S and seal S the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 27 day of February A. D. 1925 before me, the undersigned a Notary Public in and for said County and State, came

I.S.

A. B. Cummings and Grace F. Cummings, his wifewho are personally known to be the same person S 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 December 29 1928This instrument was filed for record on the 27 day of FebBernice E. Jones Notary Public.Isa E. Mellman Register of Deeds.By Isa E. Mellman Deputy.

I, Lucille E. Allison, Clerk of the District Court, County of Douglas, State of Kansas, do hereby certify that a duplicate of this mortgage was filed for record in the office of the Register of Deeds of said County of Douglas, State of Kansas, on the 27 day of February A. D. 1925, at 10:30 o'clock P.M. Witness my hand this 30 day of Feb A. D. 1925.



WITNESSED:
Harold A. Beck
Notary Public

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.