

MORTGAGE

THIS INDENTURE, Made this fourteenth day of November in the year of our Lord nineteen hundred thirty, between W. J. Cummings and Margaret Cummings, his wife, of Lawrence, in the County of Douglas and State of Kansas, of the first part and The First National Bank, a banking corporation of Lawrence, Kansas, of the second part.

WITNESSETH, that the said parties of the first part in consideration of the sum of One Dollar (\$1) and the further covenants and agreement and advancements hereinafter specified 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, its successors 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: An undivided one-half interest in: The Northeast Quarter (NE $\frac{1}{4}$) less Twenty-eight and $\frac{2}{100}$ (28.82) acres, and the East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) less Five (5) acres, all in Section Fifteen (15) Township Thirteen (13), Range Eighteen (18); Also, beginning at the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-two (22) Township Thirteen (13) Range Eighteen (18) thence South One Hundred Ninety-six degrees (196°) thence East Thirteen Hundred Five Degrees (1305°) thence North One Hundred Ninety-six degrees (196°) thence West to the place of beginning, being Lots One (1) Two (2) Three (3) Four (4) Five (5) Six (6) and Twelve (12) in Block Twenty-four (24) Clinton, Kansas, with all the appurtenances, and all the estate, title and interest of the parties of the first part therein.

And the said W. J. Cummings & Margaret Cummings, His wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, however evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; 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 the insurance is not kept up thereon, 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, its successors 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 moneys arising from such sales to retain the amount then due for the principal and interest, together with the cost and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

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

W. J. Cummings (Seal)
Margaret A. Cummings (Seal)

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 14th day of November A. D. 1930 before me, the undersigned, a Notary Public in and for said County and State, came W. J. Cummings and Margaret Cummings, his wife, 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.

Legal Seal

My commission expires January 27, 1931.

F. C. Whipple Notary Public

Recorded Dec. 4, 1930 A. D. at 9:00 A. M.

Register of Deeds

MORTGAGE

THIS INDENTURE, Made the 1st day of October A. D. 1930 between George H. Rothberger and Theresa Rothberger, his wife parties of the first part, and Collins Mortgage Company, a corporation, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of Twenty-five Hundred and No/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors or assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit: East Fractional Half lying South of river of the Southeast Fractional Quarter of Section Thirty-one (31) Township Twelve (12) South, Range Twenty-one (21) East of the Sixth Principal Meridian and the East Third (30) acres of the Northeast Quarter of the Northeast Quarter of Section Six (6) Township Thirteen (13) South, Range Twenty-one (21), East of the Sixth Principal Meridian, and containing 80 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever.

And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and defend the

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