

The World Co., Lawrence, Kansas

FROM

J. P. Cummings et al
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of
April A. D. 1937, At 8:00 A. M.

Harold A. Becker
Register of Deeds.
Deputy.

STATE BANK OF LECOMPTON, LECOMPTON, KANSAS

By

Deputy.

THIS INDENTURE Made this First day of April in the year of our Lord nineteen hundred and thirty seven between J. P. Cummings - T. F. Cummings - J. F. Cummings and Mary E. Cummings

of Lawrence in the County of Douglas and State of Kansas
of the first part, and STATE BANK OF LECOMPTON,

LECOMPTON, KANSAS

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Two thousand Five Hundred

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 its 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 West quarter of Section twelve of township twelve in Range Eighteen in Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part 109 of the first part therein. And the said

Parties of of the First part

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.

This grant is intended as a mortgage to secure the payment of the sum of

twenty Five Hundred

Dollars, according to the terms of

a certain note this day executed and delivered by the said

Parties of the First Part

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 payments, 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 its 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, 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 said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

J. W. Kreider

J. P. Cummings (SEAL)
T. F. Cummings (SEAL)
J. F. Cummings (SEAL)
Mary E. Cummings (SEAL)

STATE OF KANSAS,

ss.

BE IT REMEMBERED, That on this 1st day of April

A. D. 1937 before me J. W. Kreider a Notary Public in and for said County and State, came J. P. Cummings T. F. Cummings J. F. Cummings and Mary 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.

(SEAL)

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 8th 1938 J. W. Kreider Notary Public.

RELEASE

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 day of Sep 29 1933 A. D. 19

Attest: *Karl M. Kreider*

Anna S. Kreider

This release was written on the original mortgage
the 29 day of September 1933
Harold A. Becker
Register of Deeds
Deputy

This assignment see book 105-182