

30590 BOOK 89
MORTGAGE

This Indenture Made this 4th day of December
in the year of our Lord nineteen hundred and forty-six
by and between JAMES P. CUMMINGS, a single man; THOMAS F. CUMMINGS, a
single man; JOHN F. CUMMINGS, a single man; and
MARY E. CUMMINGS, a single woman.

of the County of Douglas and State of Kansas, parties of the first part,
and THE CENTRAL TRUST COMPANY, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
- - - - EIGHT 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 and
assigns, all of the following described real estate, situated in the County of Douglas
and State of Kansas, to-wit:

The West One Hundred Twenty (120) acres of the
Southwest Quarter (SW $\frac{1}{4}$) of Section Fifteen (15),
Township Twelve (12), Range Eighteen (18), East
of the Sixth Principal Meridian.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances
thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the
said party of the second part, and to its successors and assigns, forever. And the said parties of
the first part do hereby covenant and agree that at the delivery hereof, that 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, and that they will warrant and defend the same in
the quiet and peaceable possession of said party of the second part, its successors and assigns,
forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and
conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part
in the sum of - - - EIGHT HUNDRED AND No/100 - - - - - DOLLARS,
according to the terms of one certain mortgage note of even date herewith,
executed by said parties of the first part, in consideration of the actual loan of the said sum, and
payable as follows:

January 1, 19 48	\$ 50.00	19	\$
January 1, 19 49	\$ 50.00	19	\$
January 1, 19 50	\$ 50.00	19	\$
January 1, 19 51	\$ 50.00	19	\$
January 1, 19 52	\$ 600.00	19	\$

to the order of the said party of the second part with interest thereon at the rate of four per
cent per annum, payable semi-annually, on the first days of January and
July in each year, according to the terms of said note; both prin-
cipal and interest and all other indebtedness accruing hereunder being payable in lawful money
of the United States of America, at GUARANTY TRUST COMPANY, New York, N. Y., or
at such other place as the legal holder of the principal note may in writing designate, and said
note bearing ten per cent interest after maturity.