

46951 BOOK 101

MORTGAGE-Standard Form

(No. 52 B)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 21st day of March

A. D., 1952, between James P. Cummings, a single man and John F. Cummings, a single man

of _____ in the County of Douglas and State of Kansas
of the first part, and William A. Anderson

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of

Six hundred and no/100 - - - - - 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 part 2nd 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 Twenty (120) acres of the
Southwest Quarter (SW¹) of Section Fifteen (15),
Township Twelve (12), Range Eighteen (18), East
of the Sixth Principal Meridian.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.
And the said first parties

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 Six hundred Dollars, according to the terms of a certain note this day executed and delivered by the said first parties to the said part 2nd 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 part 2nd 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 sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 2nd making such sale, on demand, to said first parties

their heirs and assigns

In Witness Whereof, The said part 1st 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

Arthur & Peck
Arthur & Peck

James P. Cummings
John F. Cummings
(SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

Douglas County.

ss.

Be It Remembered, That on this 10th day of April A. D. 1952

before me, the undersigned _____, a Notary Public

in and for said County and State, came James P. Cummings and John F. Cummings, both single men

to me personally known to be the same person as who executed the within 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 10/3/52

Arthur & Peck Notary Public

RELEASE

Recorded April 14, 1952 at 3:15 P. M.

Edward A. Beck Register of Deeds