

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Charles V. Tucker and Viola V. Tucker 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 Fifteen Hundred Dollars, according to the terms of one certain note this day executed and delivered by the said Charles V. Tucker and Viola V. Tucker to the said part y 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 y 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said

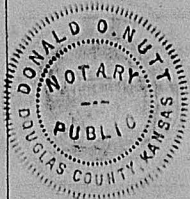
heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Charles V. Tucker (SEAL)
Viola V. Tucker (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS }
Douglas County, } ss.



Be It Remembered, That on this 20th day of July A. D. 1953 before me, the undersigned a Notary Public in and for said County and State, came Charles V. Tucker and Viola V. Tucker, husband and wife to me personally known to be the same person 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 March 8, 1954 Donald O. Nutt Notary Public

Harold A. Cook

2572
February
1954