

60607 BOOK 113

This Indenture, Made this 1st day of SeptemberA. D. 1956, between George Solon Tucker and his wife,Anna Katherine Tuckerof Lawrence In the County of Douglas and State of Kansas
of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifty Eight 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 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 West Half of the Northwest Quarter of Section Seventeen (17),
Township Fourteen (14), Range Twenty (20), and

Lot No. Three (3) in Block A, in Southwest Addition No. Two (2),
an Addition to the City of Lawrence, which lies within the
boundaries of the North One Half acre of the West One acre of the
Northwest Quarter of the Southwest Quarter of the Southeast Quarter
of Section One (1), Township Thirteen (13) Range Nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Fifty Eight Hundred and no/100 Dollars, according to the terms of one 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 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 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 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 said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

George Solon Tucker (SEAL)
George Solon Tucker

Anna Katherine Tucker (SEAL)
Anna Katherine Tucker (SEAL)

STATE OF KANSAS }
Douglas County, } ss.

Be It Remembered, That on this 5th day of September A. D. 19 56

before me, the undersigned a Notary Public in and for said County and State, came George Solon Tucker and his wife, Anna Katherine Tucker

to me personally known to be the same person 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.

My Commission expires December 31 19 56

Pearl Enick Notary Public
Pearl Enick

Recorded September 6, 1956 at 11: A.M.

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 7th day of May, 1957.

(Corp Seal)

The Douglas County Building and Loan Association
by Ruth M. Sawyer, Asst. Secretary

Not released
has been written
original
dated
and the day
of May
1957
L. A. Beck
Notary
County