

This Indenture, Made this 30 day of March in the year of our Lord, one thousand eight hundred and eighty eight, between John M. Tucker & Lydia J. Tucker his wife of Clinton in the County of Douglas and State of Kansas of the first part, and H. S. Pease of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three 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 his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas & State of Kansas, described as follows, to-wit:

Beginning S. 33 1/4° E. 1632 feet from the N.W. Corner of the N.E. 4 Sec 22 & 13 R. 18 Thence South 918 feet East 376 ft North 542 feet East 376 ft. North 376 feet West 752 feet to beg. Also Begin S 40° 10' E. 1886 feet from N.W. Corner of said N.E. 4 Thence North 386 ft. East 752 feet. South 386 feet West 752 feet to beg. All in said N.E. 4 22, 13, 18, 20 acres More or less being Blocks 50, 51, 52, 70, 71, 72, 79 and 1136 feet of vacated Clinton with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Grantors 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 encumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars due in three years after date with interest at 8% payable annually according to the terms of one certain note this day executed and delivered by the said John M. Tucker & Lydia J. Tucker to the said party of the second part, and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, 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 shall become due & payable. It shall be lawful for said party 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns, and out of all the money arising from such sales, to retain the amount then due for principal & interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making

The following is Endorsed on the original instrument.
\$314.⁰⁰ Oct 31st 1905. Receiver of New Lydia J. Tucker
the within named Mortgage the sum of Three hundred and
forty four and 00/100 Dollars in full satisfaction of the within
Mortgage.
H. S. Pease.

Recorded Nov 11th 1905.
W. W. Conant, Register of Deeds.